

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1084042		PAGE OF 1 36	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1240LP23Q0009		6. SOLICITATION ISSUE DATE 11/22/2022
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CURTIS LANDRETH			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 12/09/2022 1700 MT
9. ISSUED BY USDA-FS CSA INTERMOUNTAIN 4 324 25TH ST OGDEN UT 84401-2310				CODE 40LP 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: 561720 SIZE STANDARD: \$19.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO BIGHORN NATIONAL FOREST TONGUE RANGER DISTRICT 2013 EASTSIDE 2ND ST SHERIDAN WY 82801-9638		CODE 8538		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18a BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Big Horn National Forest Supervisor's office and Tongue River Ranger District Janitorial Services Period of Performance: 01/01/2023 to 12/31/2023 Annual Janitorial Services, Base Year FOB: Destination Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Janitorial Services Option Year 1 (Option Line Item) Period of Performance: 01/01/2024 to 12/31/2024				
0003	Janitorial Services Option Year 2 (Option Line Item) FOB: Destination Period of Performance: 01/01/2025 to 12/31/2025				
0004	Janitorial Services Option Year 3 (Option Line Item) FOB: Destination Period of Performance: 01/01/2026 to 12/31/2026				
0005	Janitorial Services Option Year 4 (Option Line Item) FOB: Destination Period of Performance: 01/01/2027 to 12/31/2027				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SCHEDULE OF ITEMS Janitorial Services for the Bighorn National Forest Supervisor's Office/ Tongue Ranger District 01/01/2023 to 12/31/2023									
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT COST	SUB-TOTAL	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
	Twice-Weekly Services:					DAY	104	\$ _____	\$ _____
01a	Restrooms (including warehouse)	EA	5	\$ _____	\$ _____				
01b	Floors (carpets - vacuum high traffic areas)	SF	2,000	\$ _____	\$ _____				
01c	Drinking Fountains	EA	2	\$ _____	\$ _____				
01d	Trash Receptacles	EA	95	\$ _____	\$ _____				
	Weekly Services:					WEEK	52	\$ _____	\$ _____
02a	Floors (linoleum - sweep)	SF	2,000	\$ _____	\$ _____				
02b	Kitchen	EA	1	\$ _____	\$ _____				
02c	Outside Areas	EA	4	\$ _____	\$ _____				
	Monthly Services:					MONTH	12	\$ _____	\$ _____
03a	Floors (linoleum - mop)	SF	2,000	\$ _____	\$ _____				
03b	Floors (carpets - vacuum all areas)	SF	8,971	\$ _____	\$ _____				
	Annual Services:					YEAR	1	\$ _____	\$ _____
04a	Chair Cleaning	EA	140	\$ _____	\$ _____				
04b	Glass (entrances)	EA	4	\$ _____	\$ _____				
04c	Light Fixtures	EA	200	\$ _____	\$ _____				
04d	Windows	EA	43	\$ _____	\$ _____				
	TOTAL COST (Base Year)								\$ _____
SCHEDULE OF ITEMS Janitorial Services for the Bighorn National Forest Supervisor's Office/ Tongue Ranger District 01/01/2024 to 12/31/2024									
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT COST	SUB-TOTAL	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
	Twice-Weekly Services:					DAY	104	\$ _____	\$ _____
01a	Restrooms (including warehouse)	EA	5	\$ _____	\$ _____				
01b	Floors (carpets - vacuum high traffic areas)	SF	2,000	\$ _____	\$ _____				
01c	Drinking Fountains	EA	2	\$ _____	\$ _____				
01d	Trash Receptacles	EA	95	\$ _____	\$ _____				
	Weekly Services:					WEEK	52	\$ _____	\$ _____
02a	Floors (linoleum - sweep)	SF	2,000	\$ _____	\$ _____				
02b	Kitchen	EA	1	\$ _____	\$ _____				
02c	Outside Areas	EA	4	\$ _____	\$ _____				
	Monthly Services:					MONTH	12	\$ _____	\$ _____
03a	Floors (linoleum - mop)	SF	2,000	\$ _____	\$ _____				
03b	Floors (carpets - vacuum all areas)	SF	8,971	\$ _____	\$ _____				
	Annual Services:					YEAR	1	\$ _____	\$ _____
04a	Chair Cleaning	EA	140	\$ _____	\$ _____				
04b	Glass (entrances)	EA	4	\$ _____	\$ _____				
04c	Light Fixtures	EA	200	\$ _____	\$ _____				
04d	Windows	EA	43	\$ _____	\$ _____				
	TOTAL COST (Option Year 1)								\$ _____

[illegible][illegible]

SCHEDULE OF ITEMS Janitorial Services for the Bighorn National Forest Supervisor's Office/ Tongue Ranger District 01/01/2027 to 12/31/2027									
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT COST	SUB-TOTAL	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
	<i>Twice-Weekly Services:</i>					<i>DAY</i>	<i>104</i>	<i>\$ _____</i>	<i>\$ _____</i>
01a	Restrooms (including warehouse)	EA	5	\$ _____	\$ _____				
01b	Floors (carpets - vacuum high traffic areas)	SF	2,000	\$ _____	\$ _____				
01c	Drinking Fountains	EA	2	\$ _____	\$ _____				
01d	Trash Receptacles	EA	95	\$ _____	\$ _____				
	<i>Weekly Services:</i>					<i>WEEK</i>	<i>52</i>	<i>\$ _____</i>	<i>\$ _____</i>
02a	Floors (linoleum - sweep)	SF	2,000	\$ _____	\$ _____				
02b	Kitchen	EA	1	\$ _____	\$ _____				
02c	Outside Areas	EA	4	\$ _____	\$ _____				
	<i>Monthly Services:</i>					<i>MONTH</i>	<i>12</i>	<i>\$ _____</i>	<i>\$ _____</i>
03a	Floors (linoleum - mop)	SF	2,000	\$ _____	\$ _____				
03b	Floors (carpets - vacuum all areas)	SF	8,971	\$ _____	\$ _____				
	<i>Annual Services:</i>					<i>YEAR</i>	<i>1</i>	<i>\$ _____</i>	<i>\$ _____</i>
04a	Chair Cleaning	EA	140	\$ _____	\$ _____				
04b	Glass (entrances)	EA	4	\$ _____	\$ _____				
04c	Light Fixtures	EA	200	\$ _____	\$ _____				
04d	Windows	EA	43	\$ _____	\$ _____				
	TOTAL COST (Option Year 4)								\$ _____
	Grand Total of Base Year plus 4 option Years					\$			

Schedule Notes:

- a) *Items labeled as optional are not required to be exercised by the government. If exercised, the contractor will be required to perform the optional work in accordance with the terms and conditions of this contract.*
- b) *One award will be made from this solicitation, contractors must submit pricing for all items.*
- c) *Please instructions to offerors found on page 22*

Description of Requirement

BIGHORN NATIONAL FOREST SUPERVISOR'S OFFICE/TONGUE RANGER DISTRICT JANITORIAL SERVICES

1. LOCATION AND DESCRIPTION OF THE INSTALLATION:

The site of work is the Bighorn National Forest Supervisor's Office/Tongue Ranger District located at 2013 Eastside 2nd Street, Sheridan, Wyoming, 82801. The facility includes 10,971 square feet of space (without furniture), and a warehouse. The only cleaning required in the warehouse is a trash receptacle and bathroom.

2. SCOPE OF WORK:

The purpose of this contract is to provide for janitorial services in Government-leased buildings. Services shall be provided in strict compliance with the terms, specifications, conditions, and provisions contained herein. The Contractor shall furnish all equipment, transportation, labor, supervision, and supplies (except as specified herein as Government furnished) necessary to

maintain the designated buildings in a clean, sanitary, and acceptable condition. Performance will be according to the standards indicated herein. The contract will commence when a Notice To Proceed is issued and continue through January 1, 2023 with four additional option years possible.

3. BIOBASED PRODUCTS:

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable, include the use of biobased products. The Contractor shall utilize the greatest number of biobased products available that meet applicable health and environment specifications. All supplies and materials to be used in the performance of work under this contract are subject to the approval of the Contracting Officer (CO).

The following is a list of categories for products that may be required for performance of custodial duties. Each product submitted for use under this contract must be identified with at least one of these categories (some products may be listed under more than one category). Labeling shall be printed on all containers.

All-purpose cleaner	Degreaser/cleaner
Heavy duty cleaner	Deodorizer
Carpet shampoo	Floor finish
Gum Remover	Disinfectant sanitizer
Glass cleaner	Spot and stain remover
Toilet bowl cleaner	Bathroom cleaner
Chrome/Stainless steel polish	

For more information regarding the Department of Agriculture Biobased Affirmative Procurement Program go to <http://www.biopreferred.gov>

4. PREWORK CONFERENCE:

Prior to commencement of work, the Contractor shall arrange a meeting with the CO to discuss the contract terms and work performance requirements. At this time, the Contractor shall designate, in writing, the name and phone number of the Contractor's on-site representative/supervisor and their responsibilities.

5. CONTRACTOR REPRESENTATIVE:

The Contractor shall provide a contract representative for the performance of the work specified in this contract. The name of this person and an alternate(s) who shall act for the Contractor when the Contractor is absent shall be designated in writing to the CO. The Contractor's representative or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contractor's representative and alternate(s) must be able to read, write, speak, and understand English.

6. PERSONNEL:

The Contractor shall employ personnel qualified and capable to perform janitorial work. The Contractor shall provide a list of personnel who will be on the premises to perform work, their work schedules, and their contact information. All personnel must be legally eligible to perform work in the United States.

7. HOURS OF OPERATION:

All janitorial services shall be performed between the hours of 5:30 PM and 6:00 AM, except legal holidays and days when the office is closed due to weather or other unforeseen circumstances. When the work week includes a Federal holiday, arrangements can be made to do the work on alternative days if needed.

8. GOVERNMENT FURNISHED MATERIALS:

The Government shall deliver to the Contractor equipment, materials, supplies, property, and/or services (hereinafter referred to as "Government-Furnished-Property") listed below at the work site prior to work commencing. As supplies need replenishing, the Contractor shall notify the Contracting Officer's Representative (COR) in advance so needed items can be ordered. The Government will furnish the following items:

- Toilet tissue, hand soap, toilet seat covers and hand towels.
- Waste basket liners and trash receptacles.
- Keys will be signed for and returned upon completion or termination of the contract. Lost keys are the responsibility of the Contractor.
- All utilities necessary for the Contractor to perform the required services as stated herein.

9. GOVERNMENT FURNISHED FACILITIES:

The Contractor will have the use of a janitor's closet.

10. CONTRACTOR-FURNISHED ITEMS:

- A. Equipment: The Contractor shall furnish all equipment and materials necessary, except as noted in SECTION 8: GOVERNMENT FURNISHED MATERIALS, to perform the tasks specified in this contract. Equipment furnished by the Contractor shall be commercial grade and of the size and type customarily used in high quality work of this kind. All equipment brought on to the premises is subject to the approval of the CO. Equipment deemed, by the CO, to be of improper type, design, or hazardous shall be removed from the premises and replaced with satisfactory equipment. Carpet cleaning equipment shall be of professional quality and capable of deep cleaning all carpets. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, and/or building surfaces. All electrical equipment used by the Contractor shall meet all safety requirements of this contract and must operate using existing building circuits.
- B. Supplies: The Contractor shall furnish all products and materials necessary, except as noted in SECTION 8: GOVERNMENT FURNISHED MATERIALS, to perform the tasks specified in this contract. **The Contractor shall utilize products and materials made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.**

The Contractor shall not use any materials which the CO determines to be unsuitable for the work or harmful to the surfaces it is intended to be applied. This does not relieve the Contractor of any damages resulting from the application of such materials. The Contractor shall not use any materials which the CO determines does not meet the requirements established by applicable Federal specifications and standards.

11. SAFETY:

Contractors are subject to all applicable State and Federal OSHA rules and regulations.

Prior to the start of the contract, the Contractor shall submit to the CO for approval a written Accident Prevention Program. At minimum, the Accident Prevention Program should include the following:

- A. The name of the responsible supervisor or contact and pertinent phone number(s).
- B. A list of chemicals and/or products, including manufacturer names or the brand names, to be used during the performance of work under this contract, the intended use of each of these materials or products, any potential hazards that may be associated with the use each product, and Safety Data Sheets (SDS) for each of these products.
- C. A description of work to be performed and any potential hazards that may be associated with the performance of that work.
- D. Personal Protective Equipment required.
- E. Training schedule.
- F. Safety meeting schedule.
- G. An Emergency Response Plan: including accident reporting procedures, first aid procedures, emergency phone numbers, and reporting instructions for ambulance, hospital, physician, fire, and/or police response.

12. FIRE PREVENTION AND SECURITY:

The Contractor is responsible for ensuring security of Government property, buildings, equipment, materials, records, and data against unauthorized access, loss, or damage during the performance this contract.

- A. Fire Prevention: The Contractor shall, at all times, keep janitor closets neat, clean, and free from odors and fumes. All chemical and combustible items shall be stored in proper containers. All trash shall be placed in the dumpsters. Trash shall not stored in the janitor closets.

There are no public areas designated as smoking areas. Smoking is prohibited inside the building.

- B. Building Security After Office Hours: The Contractor shall announce their arrival and departure to Government employees who may be occupying the building after normal working hours and shall ensure all exit doors remain closed and locked at all times during the performance of services unless the Contractor is using the door and remains in sight of the door. Only the Contractor's employees shall be permitted in the building or on the job site during the performance of services. The Contractor shall secure all Contractor owned equipment and supplies in the closet provided prior to leaving the premises. The Contractor

shall ensure the gate to the Government vehicle parking areas is closed and locked before leaving the premises.

The Contractor shall establish and implement methods of ensuring that all keys issued by the Government are kept secure in the Contractor's possession and are not used by unauthorized persons. No keys issued by the Government are to be duplicated.

1. The Contractor will be required to reimburse the Government for replacement of locks or re-keying as a result of Contractor loss of keys.
2. Contractor will report the occurrence of a lost key to the Contracting Officer no later than the next duty day.
3. It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by Contractor to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas.

The Contractor shall not attempt to reconnect or re-plug any computer wiring disconnected or disturbed during the performance of this contract. The Contractor shall leave written notification on the Contracting Officer Representative's (COR) desk of any computer equipment accidentally disconnected.

The Contractor shall not disturb papers or equipment on desks or bulletin boards, open drawers, or cabinets, use computers or faxes, or use telephones provided for Government use, except in the case of an emergency.

13. CIRCUMSTANCES TO BE REPORTED:

The Contractor shall report to the CO any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of work and/or create unhealthy or hazardous conditions. The Contractor shall report to the CO, police, and/or fire department any instances of fire, accidents, vandalism, attempted break-ins, signs of attempted break-ins, and suspicious persons.

14. CONSERVATION OF UTILITIES:

Upon completion of work in each building upon, the Contractor shall ensure that all lights are off (those that are switch operated – others are on motion sensors and will shut off automatically), all machines and appliances are shut off or disconnected, no smoldering, smoking, or burning materials are left in ash containers or trash receptacles, and all windows and entrance doors are closed and locked.

15. LOST AND FOUND PROPERTY:

It is the responsibility of the Contractor to ensure all articles of possible personal or monetary value found by the Contractor are turned in to the CO or local building representative.

16. FEDERAL HOLIDAYS:

Except as noted in the Schedule of Work or Hours of Operation, work will not be required on the following federal government holidays, nor on holidays observed in lieu thereof:

New Year's Day	Juneteenth	Martin Luther King Jr. Day
Presidents' Day	Memorial Day	
Independence Day	Labor Day	
Columbus Day	Veteran's Day	
Thanksgiving Day	Christmas	

17. UNFORESEEN BUILDING CLOSURES:

When an unforeseen building closure occurs on a regularly scheduled day of work, the Government shall have the following options:

- A. To require the Contractor to perform work on the following normal duty day.
- B. To forego the work and reduce payment due to the Contractor accordingly for work not performed.

18. SUBCONTRACTING:

The Government reserves the right to approve or disapprove any subcontractors selected. The Contractor shall obtain approval from the CO for all subcontractors prior to entering into any subcontracts. The Contractor's request for approval shall be in writing and include the specific work to be accomplished by the subcontractor.

19. CONTRACTOR SUBMITTALS:

The following shall be submitted to the CO for approval prior to the commencement of work to be performed under this contract:

- A. Accident Prevention Program – A written Accident Prevention Program (see SECTION 11: SAFETY) must be submitted to the Government at least 10 days prior to commencement of work and will be incorporated into the resultant contract.
- B. Quality Control Program - The Contractor shall institute a complete Quality Control Program (QCP) to ensure the requirements of this contract are provided as specified. The goal of the QCP should be to identify and correct any problems that may arise before they are identified by the CO or his/her representative. A written Quality Control Program must be submitted to the Government at least 10 days prior to commencement of work and will be incorporated into the resultant contract. At minimum the QCP should include:
 - 1. An inspection system, covering all services required, utilizing a comprehensive checklist to monitor contract performance.
 - 2. A system for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of services provided.
 - 3. A file system to maintain record/documentation of inspections conducted and corrective actions taken. Documentation of inspections conducted, deficiencies identified, and

corrective actions taken must be kept current and made available to the CO upon request.

- C. Cleaning Operations and Stewardship Plan - The Contractor shall develop and institute a complete Cleaning Operations and Stewardship Plan establishing a commitment to the use of biobased products, employee health and safety, and sound environmental practices. A written Cleaning Operations and Stewardship Plan must be submitted to the Government at least 10 days prior to commencement of work and will be incorporated into the resultant contract. At minimum, the Cleaning Operations and Stewardship Plan must also include:
1. A list of biobased products proposed to be used in the performance of services provided under this contract (at minimum proposed products must be identified by brand name), including a summary of product attributes.
 2. Product Use and Cleaning Guides defining standard operating procedures and/or instructions for the proper use, storage, and disposal of the cleaning products, proper operation of equipment, and proper procedures to accomplish work under this contract.
 3. Proper procedures for the storage of hazardous materials in conformance with good housekeeping practices, the National Fire Prevention Association (NFPA) Code, and applicable federal and municipal regulations. The Cleaning Operations and Stewardship Plan must also define proper procedures for the identification and disposal of hazardous wastes in accordance with Federal RCRA regulations and the District of Columbia Municipal Regulations (DCMR), Title 20, Subpart E prior to use with personnel.
- D. Affirmative Procurement Program - The Contractor shall develop and implement a comprehensive Affirmative Procurement Program for the purchase and use of biobased products and products made with recovered materials to the maximum extent possible. The Affirmative Procurement Program shall include:
1. Details as to how the Contractor intends to keep abreast of the development and increasing availability of biobased products and how new products may be incorporated on an ongoing basis into contract performance. The Contractor must also indicate how it will conform to the Comprehensive Procurement Guidelines published by EPA with respect to recovered materials products. The Affirmative Procurement Program shall be updated as necessary to accommodate all revisions to the Comprehensive Procurement Guidelines.
 2. Data on the quantity and dollar values of biobased products and recycled content products used in this contract.
- E. SDS Sheets and Cleaning Product Information – The Contractor must submit a list of material and products to be used in the performance of work under the terms of this contract. The list of materials shall include the name of the manufacturer, the brand name, and the intended purpose or use of each of the materials listed. A Safety Data Sheet (SDS) for each product and material listed must also be provided.

- F. Schedule – The Contractor must submit a schedule for services listed as “weekly”, “monthly”, and “annually” work with dates to be performed. The Contractor must inform the Government of schedule changes at least one week in advance.
- G. Checklist – Submit, at least one per month in advance, a checklist of work to be completed. The checklist will be used by the Government for quality assurance surveillance purposes and shall include “weekly”, “monthly”, and/or “annual” work to be performed that month and the dates on which that work is to be performed. The Contractor must inform the Government of schedule changes at least one week in advance.
- H. Personnel – Provide and keep current a written list of the names of all Contractors’ employees performing services under this contract.

TECHNICAL SPECIFICATIONS:

- A. **TWICE-WEEKLY SERVICES:** All twice-weekly services are to be performed between the hours of 5:30 PM and 6:00 AM on Tuesday and Friday unless otherwise agreed upon as noted in SECTION 7: HOURS OF OPERATION and include the following:
1. **Restrooms (01a):**
 - Clean and sanitize bathroom sinks, toilets, urinals, partitions, door handles and push plates.
 - Clean and sanitize walls adjacent to and behind sinks, urinals, and toilets.
 - Clean and sanitize sanitary napkin receptacles and replace liners.
 - Sweep, mop, and sanitize tile floors.
 - Clean and polish mirrors, dispensers, and chrome fixtures.
 - Empty waste receptacles and remove trash.
 - Re-stock restroom supplies.
 2. **Floors (01a&b):**
 - Vacuum all high-traffic areas including carpeted hallways, corridors, and reception area.
 - Remove all spots and stains from the carpet as they occur.
 3. **Drinking Fountains (01c):**
 - Clean and sanitize all drinking fountains.
 4. **Trash Receptacles & Waste Baskets (01d):**
 - Empty trash container in the break room and replace liner.
 - Remove all boxes, cans, papers, etc. marked “Trash”.
 - Replace trash can liners in each office space as needed.

B. WEEKLY SERVICES: All weekly services are to be performed as scheduled and include the following:

1. Floors (02a):

- Sweep all linoleum surfaces.

2. Kitchen (02b):

- Clean and sanitize all exposed countertops including eating table.
- Clean and sanitize sink and wash fixtures.
- Sweep and mop linoleum floor.

3. Outside Areas (02c):

- Empty large trash receptacle at each employee and public entrance.
- Wipe down and empty ash receptacles at SO front entrance and employee's entrances.

C. MONTHLY SERVICES: All monthly services are to be performed as scheduled and include the following:

1. Floors (03a):

- Sweep and mop all linoleum floors including storage rooms and conference room.

2. Floors (03b):

- Vacuum ALL carpets.

D. ANNUAL SERVICES: All annual services are to be performed as scheduled and include the following:

1. Chairs (04a):

- Vacuum and/ or wipe down with sanitizing cleaner ALL available cloth, leather or vinyl/ plastic rolling chairs including conference room and office chairs.

2. Glass Entrances (04b):

- Clean inside and outside glass of all entrance areas.

3. Light Fixtures (04c):

- Remove light panels, clean, and return them.

4. Windows (04d):

- Wash all windows interior and exterior.

PERFORMANCE REQUIREMENTS STANDARD SUMMARY TABLES

Table 1: Twice-Weekly Performance Requirements Standard Summary.

Required Services	Performance Standards	Monitoring Method	Performance Threshold
Restrooms (01a)	<p>All surfaces, including sinks, toilets, urinals, and partitions are cleaned and disinfected. All surfaces are to be maintained at a high level of shine and cleanliness, free of scale, soap scum, rust, and other deposits. Doors, partitions, mirrors, and walls shall be free of obvious streaks, spots, dirt, graffiti, and dust. Corners, crevices, and seams shall be clean and free of dirt and/or debris. Restrooms should have an overall pleasant odor.</p> <p>Tile floors and baseboards are clean and disinfected, free of dust, dirt, smudges, stains, debris and mopping residue. Spillage and spots are to be removed along with smears and stains. Spot cleaned areas shall blend in with the surrounding area.</p> <p>All wastepaper receptacles and sanitary napkin receptacles are emptied, clean, disinfected, and deodorized and can liners are replaced.</p> <p>Restroom supplies such as toilet paper, paper towels, toilet seat covers and liquid soap are fully stocked.</p>	<p>All services will be subject to visual checks by the CO.</p> <p>Random Sampling of Check Lists turned in.</p> <p>Customer Complaints: All complaints will be substantiated for validity.</p> <p>Poor performance will result in a more stringent and additional inspections and/or deductions in payments.</p>	<p>All required services are performed and no more than five (5) customer complaints are received and substantiated by the CO per calendar month. 95% AQL</p> <p>Full payment will be received for acceptable work. If unacceptable work is identified, a deduction will be made.</p> <p>Incentives/Disincentives: + full payment for acceptable work + less stringent inspections for good performance + good evaluation for good performance - Rework of unacceptable work - Additional inspection for poor performance - Deduction of payment percent for service -poor evaluation on poor performance.</p>

Required Services	Performance Standards	Monitoring Method	Performance Threshold
Floors – (01b)	Carpets in high traffic areas (hallways, corridors) shall be vacuumed and free of obvious dirt and debris, and without obvious spots and stains. Spots and stains shall be cleaned as they occur and cleaned areas shall blend in with surrounding area.	All services will be subject to visual checks by the CO. Random Sampling of Check Lists turned in.	All required services are performed and no more than five (5) customer complaints are received and substantiated by the CO per calendar month. 95% AQL
Drinking Fountains (01c)	Drinking fountains and stainless steel splash plates shall be free of dirt, water spots, stains, streaks, and smudges. Drinking fountains and splash plates shall be free of scale, encrustation and other deposits.	Customer Complaints: All complaints will be substantiated for validity. Poor performance will result in a more stringent and additional inspections and/or deductions in payments.	Full payment will be received for acceptable work. If unacceptable work is identified, a deduction will be made. Incentives/Disincentives:
Trash Receptacles (01d)	All waste baskets and trash receptacles shall be kept clean and free of debris and odor. Trash cans shall be emptied as necessary, and debris and trash deposited next to trash cans and items marked “Trash” shall be removed.		+ full payment for acceptable work + less stringent inspections for good performance + good evaluation for good performance - Rework of unacceptable work - Additional inspection for poor performance - Deduction of payment percent for service -poor evaluation on poor performance.

Table 2: Weekly Performance Requirements Standard Summary.

Required Services	Performance Standards	Monitoring Method	Performance Threshold
Floors – Linoleum (02a)	All linoleum shall be swept and free of obvious dirt and debris. Spots and stains shall be cleaned as they occur and cleaned areas shall blend in with surrounding area.	All weekly services will be subject to visual checks by the CO. Random Sampling of Check Lists turned in.	All required services are performed and no more than two (2) customer complaints are received and substantiated by the CO per calendar month. 95% AQL
Kitchen (02b)	All countertops and horizontal surfaces shall be wiped down and disinfected to be free of dirt, spots, streaks, and smudges. Sanitize sink and fixtures. Sweep and mop linoleum floors.	Customer Complaints: All complaints will be substantiated for validity. Poor performance will result in a more stringent and additional inspections and/or deductions in payments.	Full payment will be received for acceptable work. Rework of unacceptable work will be permitted if the schedule allows for this. If the unacceptable work is not reworked, a deduction will be made.
Outside Areas (02c)	Ash receptacles at front and back entrances shall be wiped down and emptied weekly. Large trash receptacle by East entrance shall be emptied weekly.		Incentives/Disincentives: + full payment for acceptable work + less stringent inspections for good performance + good evaluation for good performance - Rework of unacceptable work - Additional inspection for poor performance - Deduction of payment percent for service -poor evaluation on poor performance.

Table 3: Monthly Performance Requirements Standard Summary.

Required Services	Performance Standards	Monitoring Method	Performance Threshold
Floors – Linoleum (03a)	All hard surface floors shall be swept, mopped, and maintained at an overall high level of luster, free of evidence of build-up or discoloration, marks, scuffs, and stains.	All monthly services will be subject to visual checks by the CO. Random Sampling of Check Lists turned in.	All required services are performed and no more than two (2) customer complaints are received and substantiated by the CO per calendar month. 98% AQL
Floors – Carpets (03b)	All carpets shall be vacuumed and free of obvious dirt and debris, and without obvious spots and stains. Spots and stains shall be cleaned as they occur and cleaned areas shall blend in with surrounding area.	Customer Complaints: All complaints will be substantiated for validity. Poor performance will result in a more stringent and additional inspections and/or deductions in payments.	Full payment will be received for acceptable work. Rework of unacceptable work will be permitted if the schedule allows for this. If the unacceptable work is not reworked, a deduction will be made. Incentives/Disincentives: + full payment for acceptable work + less stringent inspections for good performance + good evaluation for good performance - Rework of unacceptable work - Additional inspection for poor performance - Deduction of payment percent for service -poor evaluation on poor performance.

Table 4. Annual Performance Requirements Standard Summary.

Required Services	Performance Standards	Monitoring Method	Performance Threshold
Chair Vacuuming (04a)	(October) All chairs gathered in the conference room shall be cleaned and free of dust, dirt, debris. (95% AQL)	All annual services will be subject to visual checks by the CO.	All required services are performed and no more than two (2) customer complaints are received and substantiated by the CO per job item. 98% AQL.
Glass – Employees’ Entrance (04b)	All glass surfaces on entrance doors, inside and out, shall be cleaned and free of dirt, spots, streaks, and smudges.	Customer Complaints: All complaints will be substantiated for validity.	
Light Fixture Cleaning (04c)	All light fixture covers shall be removed, debris removed, cleaned, and replaced.	Poor performance will result in a more stringent and additional inspections and/or deductions in payments.	Full payment will be received for acceptable work. Rework of unacceptable work will be permitted if the schedule allows for this. If the unacceptable work is not reworked, a deduction in payment will be made.
Window Cleaning (04d)	All exterior windows shall be cleaned inside and out.		

SECTION C - CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far>
(FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:
<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021) (DEVIATION 2017-1)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (OCT 2022) (DEVIATION 2017-1, DEVIATION APR 2020, and DEVIATION JUL 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (**DEVIATION 2017-1**)
- ☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (6) [Reserved].
- ☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- ☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (11) [Reserved].
- ☐ (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- ☐ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (14) [Reserved]
- ☒ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☐ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☐ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
 - ☐ (v) Alternate IV (Sep 2021) of 52.219-9.
- ☐ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - ☐ (ii) Alternate I (MAR 2020) of 52.219-13
- ☐ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637s)
 - [Contracting Officer check as appropriate.]*
 - ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
 - ☐ By the end of the performance period for each order issued under the contract.
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☒ (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).
 - ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) **(DEVIATION JUL 2020)** (E.O.13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
 - ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☐ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- ☐ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.

- ☐ (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (49)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
 - ☐ (ii) Alternate I (Oct 2022) of 52.225-1
- ☐ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Oct 2022) **(DEVIATION JUL 2020)** (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, **19 U.S.C. chapter 29 (sections 4501-4732)**, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
 - ~~(ii) Alternate I (May 2014) of 52.225-3.~~
 - ☐ ~~(iii)~~ **(ii)** Alternate II (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
 - ☐ ~~(iv)~~ **(iii)** Alternate III (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
 - ☐ ~~(v)~~ **(iv)** Alternate IV (Oct 2022) of 52.225-3.
- ☐ (51) 52.225-5, Trade Agreements (Oct 2019) **(DEVIATION JUL 2020)** (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

- ☐ (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) **(DEVIATION APR 2020)** (31 U.S.C.3332).
- ☐ (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- ☐ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

Contracting Officer check as appropriate.]

- ☒ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage/Fringe Benefits
_____	_____/_____
_____	_____/_____
_____	_____/_____

- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- ☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- ☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to contract expiration.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a)The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.242-17 Government Delay of Work (APR 1984)

52.245-1 Government Property (SEP 2021) Alt 1 (APR 2012)

52.245-9 Use and Charges (APR 2012)

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

452.204-70 Modification for Contract Closeout (DEVIATION JUL 2022)

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from:

Base Period: 01/01/2023 to 12/31/2023
 Option Year 1: 01/01/2024 to 12/31/2024
 Option Year 2: 01/01/2025 to 12/31/2025
 Option Year 3: 01/01/2026 to 12/31/2026
 Option Year 4: 01/01/2027 to 12/31/2027

452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled Within 7 days after the date of contract award. The conference will be held at: via Microsoft Teams call.

452.237-74 Key Personnel (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: Quality Control Manger and Janitor. If separate positions

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

Personal Identity Verification of Contractor Employees

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee; the Contracting Officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found

ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally-controlled facility and/or routine unaccompanied access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from * (hours and days) to * (hours and days) at * (office address for registration). The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. MAPS

2. WAGE DETERMINATION

3. PAST PERFORMANCE QUESTIONNAIRE

SECTION E - SOLICITATION PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Provisions:

<https://www.acquisition.gov/browse/index/far> (FAR Provisions begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

<https://www.acquisition.gov/agar> (AGAR Provisions begin with 452)

Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

52.204-7 System for Award Management (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021)

Addenda to provision 52.212-1:

For simplified acquisitions, the word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

Addenda to Provision 52.212-1 paragraph (b) Submission of Offers:

1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM/>

2) Offers submitted in response to this solicitation shall include a technical proposal, a price proposal, and contractor representations and certifications.

a) Technical Proposal – The technical proposal shall address the evaluation factors in 52.212-2. At a minimum technical proposal shall include:

i) Past Performance – provide a list of similar projects completed by your firm over the past three years. Include a brief description of the project, dollar amount, year completed, and project owner contact information (name, phone, and email). The government may use past performance information from any available source. If a company does not have past performance information available, information may be provided for predecessor companies, key personnel, or subcontractors. In the event that there is no past performance information available, the offeror will receive a neutral rating in this factor.

ii) Technical Capability – Provide a list of Bio-Based Products used, Quality Control Measures and Key personnel (with qualifications) that will be used to complete this project. Personnel shall be subject to federal background checks.

- i. Bio-Based Products- Shall provide a list of the bio-based products that will be used to meet the bio-based requirements of this contract.
- ii. Key Personnel – Shall provide the resume(s) of the proposed janitor(s) and Quality Control manager for this contract to include experience cleaning commercial facilities. Include references for the past performance evaluation. A letter of commitment will be required from the proposed janitor/employee.
- iii. Quality Control – Provide 1) a cleaning checklist that will be used to ensure the requirements of this contract will be met and 2) a description of how offeror will verify that cleaning meets the terms of the contract without relying on the COR to report non-compliance.

b) Price Proposal – Include the following: 1) completed, signed SF-1449 from Section A of this solicitation, 2) Acknowledge any amendments issued on sam.gov for this solicitation by completing and signing the posted SF-30, and 3) Include the completed price schedule contained in Section B of this solicitation.

c) Representations and Certifications – Fill in the check boxes for provisions 52.204-24, and 52.212-3 found on pages 29-36 of this solicitation and include a copy with your offer.

3) Submit offer by email to curtis.r.landreth@usda.gov so that it is delivered into this inbox by the due date and time. Emails should contain 3 separate attachments (Technical Proposal, Price Proposal, and Representations and Certifications) in Microsoft Word or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from the above email.

4) Address questions about this solicitation to Curtis Landreth at email above

52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance, Technical
Price

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO 52.212-2 EVALUATION CRITERIA

EVALUATION FACTORS

The following factors shall be used to evaluate offers:

- a) Technical
 - a. Key Personnel
 - b. Quality Control
 - c. Use of Bio-preferred
- b) Past Performance
- c) Price

a) Technical – Key Personnel will receive a rating of Does Not Meet, Meets, or Exceeds as defined below. A TBD for the janitor or Quality Control Personnel will be determined as non responsive to the solicitation.

Does Not Meet: Key Personnel do not have experience cleaning similar size facilities.

Meets: Key Personnel have experience cleaning similar size facilities.

Exceeds: Key Personnel have experience cleaning similar size or larger commercial facilities

b) Technical – Quality Control will receive a rating of Does Not Meet, Meets, or Exceeds as defined below.

Does Not Meet: Offeror does not demonstrate an understanding and sound approach to meeting the requirements.

Meets: Offeror demonstrates an understanding and sound approach to meeting the contract requirements.

Exceeds: Offeror demonstrates an understanding and sound approach to meeting the contract requirements AND exceeds the requirements of the solicitation.

c) Technical - Biobased: The Government will evaluate quotes identifying the company's use of bio-based products. In conducting the assessment, each offeror shall be assigned one of the following ratings:

Acceptable	Proposal clearly states the list of products that will be used.
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Unacceptable	Proposal does not clearly state the list of products that will be used.
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c) Past Performance information will consider recency (within last 3 years), relevancy (similar work to this project) and quality of past performance (based on contacting references provided in Past Performance Data Sheet and Resumes of Key Personnel).

- i. Each project will be evaluated as Recent or Not Recent.
- ii. Each project will be evaluated as Relevant, Somewhat Relevant or Not Relevant
- iii. Each project submitted will receive one of the following quality ratings:

Exceptional

Very Good

Satisfactory

Neutral – No record of performance

Marginal

Unsatisfactory

- iv. Considering 1) Recency, 2) Relevancy and 3) Quality, of all the projects combined, the offeror will receive an overall Past Performance reflecting our confidence in the offeror ability to perform the contract requirements based on their past performance records as follows:

High Confidence

Significant Confidence

Confidence

Unknown Confidence

Little Confidence

No Confidence

c) Price Evaluation- Do Not include technical proposal with Price proposal

This criterion will include consideration of cost information provided to support item prices entered in Section B, Schedule of Items. It is the Government's intent to assess the unit prices to determine reasonableness and offeror's understanding of the work and ability to perform the contract.

The importance of price may become greater as the differences between technical proposals decrease. Where technical proposals are determined to be substantially equal, price may control award. This will result in an award that is the best value to the government.

52.223-1 Biobased Product Certification (MAY 2012)

52.223-4 Recovered Material Certification (MAY 2008)

52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.252-5 Authorized Deviations in Provisions (NOV2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

REPRESENTATIONS & CERTIFICATIONS**(CONTRACTOR TO COMPLETE AND RETURN WITH OFFER/QUOTE)**

VENDOR NAME: _____

VENDOR UEI: _____

COMPLETE THE YELLOW HIGHLIGHTED INFORMATION AND SUBMIT A COPY WITH YOUR OFFER. SEE INSTRUCTIONS IN SECTION E, PROVISION 52.212-1.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after

August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (OCT 2022) (DEVIATION JUL 2020)

[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.

If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:]

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs .

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs. Offerors that are representing as joint ventures should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.212-3 paragraph (c).]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]