

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 45	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ25Q0044	
6. SOLICITATION ISSUE DATE 07-Feb-2025		7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALICIA N LACROSSE		b. TELEPHONE NUMBER (No Collect Calls) 978-318-8902	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 20 Feb 2025		9. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 TEL: 978-318-8159 FAX:		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 checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <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) NAICS: 561720 SIZE STANDARD: \$22,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY		17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY	
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 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
	SEE SCHEDULE						
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. 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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: REF. 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) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 45	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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INSTRUCTIONS TO VENDORS

VENDORS SUBMITTING A QUOTE IN RESPONSE TO A SOLICITATION ARE RESPONSIBLE FOR ADHERING TO ALL INSTRUCTIONS AND TERMS AND CONDITIONS INCLUDED IN THE SOLICITATION. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE

INFORMATION:

1. This is a Request for Quotations (RFQ) in accordance with Federal Acquisition Regulation (FAR) Parts 12 and 13.
2. Potential vendors are notified that the **basis on which award will be made is price alone.**
3. All responsible sources may submit a quote which, if timely received, must be considered by the Agency.
4. The Government may request that a vendor respond to a Quote Verification after the solicitation closes, but prior to award. The vendor shall respond in sufficient detail to all questions or statements no later than the response date and time listed in the correspondence. Failure to do so may result in quotes being deemed non-responsive and removed from consideration. The Government is under no obligation to provide extensions for responses.

QUESTIONS REGARDING SOLICITATIONS:

1. **Questions regarding the solicitation shall be directed to the Contract Specialist:**
 - a. Name: Alicia LaCrosse
 - b. Phone: 978-318-8902
 - c. Email: Alicia.N.LaCrosse@usace.army.mil
2. Technical Points of Contact shall not provide responses to interested vendors.

QUOTE SUBMISSION:

1. Quotes shall be submitted **via email** to the Contract Specialist listed above **no later than the closing date and time** identified in the solicitation or subsequent amendments.
2. The Government is under no obligation to consider any quote received after the solicitation closing date or time.

BID SCHEDULES:

1. If a Bid Schedule is included in the solicitation, **vendors shall complete the bid schedule in its entirety (all tasks, all years).**
2. Vendors shall **enter \$0.00** on Bid Schedules in which items are **Not Separately Priced. Blank entries will not be considered and will result in quotes being deemed non-responsive.**
3. Failure to complete the Bid Schedule in its entirety and return same with a quote will result in quotes being deemed non-responsive.

SITE VISITS:

1. **If dates/times for site visits are included in the solicitation, then interested vendors will be permitted to visit the site during those dates/times. No other dates/times will be permitted for site visits.**
2. **If no dates/times for site visits are included in the solicitation, then interested vendors shall contact the Technical Point of Contact as identified in the solicitation to schedule a site visit.**
3. **No site visits will be permitted AFTER a solicitation closes.**

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

1. In accordance with FAR Clause 52.204-7:
 - a. Vendors are **REQUIRED** to be registered in SAM when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment.
 - b. **“Registered” in SAM means that the Government has marked the record “Active”.**
2. The Government will deem quotes non-responsive from vendors that do not have an active SAM at the time of quote submission or by date/time of solicitation closing.
3. Provide Unique Entity Identifier (UEI): _____
4. **Provide CAGE code:** _____

SUBMITTALS:

1. Submittals (Accident Prevention Plan, Activity Hazard Analyses, Products, etc.) and Certifications/Licenses (10-hour OSHA, 30-hour OSHA, Competent Person in Fall Protection, Electrician’s License, etc.) that are specified in the scope as required by this solicitation are **not** to be submitted with a quote. The awarded Contractor will be required to provide all submittals and certifications within the time stated in the solicitation and resultant contract. **Failure to do so may result in termination.**

SECURITY REQUIREMENTS

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (eg., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures –this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

BID SCHEDULE

BID SCHEDULE WILL BE INCLUDED AS A SEPARATE EXCEL ATTACHMENT. BID SCHEDULES SHALL BE COMPLETED IN THEIR ENTIRETY IN ACCORDANCE WITH THE INSTRUCTIONS TO VENDORS SECTION OF THE SOLICITATION. INTERESTED VENDORS SHOULD ONLY ADD PRICES IN THE UNIT PRICE COLUMNS. BID SCHEDULES SHALL BE RETURNED IN EXCEL FORMAT. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE.

PERFORMANCE WORK STATEMENT

**U.S. ARMY CORPS OF ENGINEERS-NEW ENGLAND DISTRICT
DoD RECRUITING FACILITIES PROGRAM
JANITORIAL PERFORMANCE WORK STATEMENT**

A. GENERAL

1. SCOPE OF WORK

The Contractor shall provide all management, supervision, inspections, personnel, equipment, tools, supplies, materials, transportation, and other items necessary to perform janitorial services as described in the schedule of janitorial services for the U. S. Army Corps of Engineers leased space. Janitorial service applies to all designated spaces, including, but not limited to, halls, restrooms, offices, work areas, entranceways, lobbies, common areas, test room areas and storage room areas.

No keys, passwords, PINs, or entry codes to Government leased facilities are to be provided to Contractors under any circumstances.

2. LOCATION(S)

Contractor will furnish all labor, materials, and equipment necessary to perform janitorial services at the locations and frequencies described below:

Janitorial/cleaning services on a two (2) day per week schedule, 104 Service days, at the following location(s):

77 SALEM TURNPIKE, UNIT 105, NORWICH, CT (1,400 SQ. FT.)

80 NORWICH NEW LONDON TPK, STE 2D, UNCASVILLE, CT (1,575 SQ. FT.)

Janitorial/cleaning services on a three (3) day per week schedule, 156 Service days at the following location(s):

963 POQUONNOCK ROAD, ROUTE 1, GROTON, CT (3,100 SQ. FT.)

3. SCHEDULE

a. The Contract period of performance will begin at contract award and end 26 February 2026. Services shall begin on or about 27 February 2025.

b. A pre-work conference shall be completed within 14 days of contract award. All submittals for safety and products to be used shall be submitted within 14 days of contract award. Pre-work conferences may be held in-person or virtually.

c. Contractor will be required to submit a work schedule for each service that will include approximate times for beginning and completion to the Technical Point of Contact (TPOC) for approval at the pre-work conference. Contractor will work with the TPOC and on-site personnel to create schedules.

d. All pre-work submittals shall be submitted within 14 days of contract award. The Government reserves up to 7 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within 7 days of the Government's response, unless additional time is granted by the Government in writing. **No field work may proceed prior to the acceptance of pre-work submittals.**

e. Janitorial cleaning services shall be provided on a two day per week schedule (for Facilities Less than 3,000 SQ FT) and a three day per week schedule (for Facilities 3,000 SQ FT or More) unless it conflicts with standard services provided by the Lessor to other tenants, or as circumstances may warrant for more cleaning days. All janitorial cleaning shall be performed between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, by appointment scheduled in advance, with each recruiting service. The Contractor shall notify the Real Estate Technical Point of Contact (TPOC) and designated Military Service Representative(s) (MSR) of any deviation to the previously agreed upon appointment and schedule an alternate appointment for cleaning.

f. Separate appointments shall be made for all periodic carpet cleaning at a time that will allow for ample time for damp carpets to dry without undue traffic from normal business activities. It is recommended that the carpet cleaning be accomplished late in the day on Friday to allow drying time. The Contractor will not be responsible for moving furniture or any items left on the floor. **Prior to scheduled cleaning, the Services should remove all items from the floor, except heavy furniture items, to maximize the effectiveness of carpet cleaning.** A MSR must be physically present during carpet cleaning. Contractor will provide the TPOC with the schedule of these services in advance.

g. The MSR shall unlock doors for the Contractor and shall be physically present and visible in the facility during all cleaning at the scheduled appointment time. The MSR shall be present in the facility a minimum of 15 minutes prior to the scheduled appointment time and wait a maximum of 30 minutes beyond appointment time for the Contractor to arrive for cleaning, after which time the Contractor shall be deemed to have not met the appointment. It should be noted that in multi-service stations, if the Contractor is actively working in another Service's area, the MSR should not leave or mark this as a no-show and should make arrangements with the Contractor on site to complete cleaning as soon as practicable. A no-show by the Contractor shall be reported immediately via the military chain of command to the Real Estate POC and must be recorded on the janitorial checklist as such. **If the MSR is a no-show (fails to be available to open the facility a maximum of 30 minutes beyond appointment time) the Contractor will not make up that day's cleaning and shall report to clean on the next scheduled appointment time with no penalty assessment. The Contractor shall immediately report a no-show by MSR(s) to the Real Estate POC and document "NO ACCESS" for that day on Janitorial Checklist. No cleaning shall be accomplished on Federal Holidays or Federally Observed Holidays.** If a Federal Holiday or Federally Observed Holiday occurs on one of the regularly scheduled cleaning days, the Contractor shall perform the cleaning on the next business day. The Contractor shall ensure that cleaning services occur at least twice per week. Federal holiday lists can be found at: <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

h. If an office is going to be vacated for a period of four (4) weeks or more for reasons such as recruiter assignment rotation, the appropriate military service representative must notify the USACE district representatives. Notice will be given to Contractor by TPOC when known. No janitorial service will be completed on days when Contractor is made aware of closure for one (1) or more days when a notice of at least 24 hours is given. Contract serves as advanced notice of closure on Federal Holidays and Federally Observed Holidays. Contractor is not entitled to compensation when advance notice is provided.

4. SITE VISIT(S)

Contact the Technical Point of Contact (TPOC) to Arrange a site visit. The TPOC for this contract is Realty Specialist, Joanne Doucette: joanne.k.doucette@usace.army.mil

5. SAFETY

All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety (USACE) and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable Occupational Safety Health Administration (OSHA), Federal, State, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project

office or electronically at Headquarters USACE website under publications using the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

Contractors is to maintain a binder at each location that contains: all safety data sheets (SDS) for every product utilized to perform work; completed Activity Hazard analysis (AHA) ENG Form 6206; Fire Prevention Plan with evacuation procedures; and Exposure Prevention Plan.

a. ACCIDENT PREVENTION PLAN: The Contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures. The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.pdf

A preparatory meeting shall be conducted by the prime Contractor to discuss AAPP contents with all effected onsite employees. The prime Contractor is responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the Technical Point of Contact upon request.

b. ACTIVITY HAZARD ANALYSIS: An AHA shall be submitted and accepted for each definable feature of work (DFOV) in accordance with EM 385-1-1, Chapter 2-6. DFOV are outlined in the performance work statement as numbered service items. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

ENG Form 6206 (Activity Hazard Analysis)

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

c. ACCIDENT REPORTING: All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses, and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the Technical Point of Contact within four (4) hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the Technical Point of Contact. ENG Form 3394 shall be completed and submitted to the Technical Point of Contact within five (5) working days of the incident.

https://www.hnc.usace.army.mil/Portals/65/docs/Directorates/Command%20and%20Staff%20Offices/Safety%20Office/Accident%20Reporting/Eng_Form_3394_2021Aug.pdf

d. Site Safety and Health Officer (SSHO) Requirements:

The Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3.b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site at all times work is performed and be responsible for overseeing the implementation of the prime Contractor's SOH program. Contractor shall designate all SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf

e. Additional Personnel Requirements:

Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Scope of Work, based on the definable features of work for this project.

f. Employee Exposure Data:

The Contractor shall electronically report total employee tasks completed (including subcontractors) to the Technical Point of Contact by close of business on the 10th calendar day of the following month in the form of provided checklists.

6. Public Health Closures:

There may be local or national events that require closure of the facilities to the public due to public health concerns. Such events may include epidemics, pandemics, or other similar circumstances. Upon notification of the closure from the TPOC, the Contractor will receive a notice of suspension of services from the Contracting Officer. The Contracting Officer will either suspend all services or partially suspend services in accordance with FAR 42.1303 and 52.212-4 and when public health concerns are relaxed the Contracting Officer will notify the Contractor that the suspension has been lifted and that the Contractor may resume performance of the contract.

7. CHANGES TO FREQUENCY AND/OR QUANTITIES:

The Government reserves the option, should it become necessary, to decrease or increase service frequencies and/or facility quantities in any or all project areas. The Government may also, at any time during the duration of this contract, close any property or portion of the property and delete any subsequent service in the closed property or area. The Contractor shall be given adequate notification to prepare for either contingency. This decrease or increase will be deducted from or paid for in accordance with the bidding schedule or a negotiated cost. For increases in services, a formal modification will be issued, signed by the Contracting Officer prior to the performance of services. In addition, the TPOC may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. The quantity of frequencies of individual tasks in the contract are estimated, they are not guaranteed. A minimum of twenty-four (24) hours notification shall be given to the Contractor in such cases.

8. PRE-WORK CONFERENCE

Prior to the start of any work, the contract awardee will schedule and conduct a pre-work conference. The Contractor's Project Manager and Quality Control Personnel will attend this meeting. This meeting may be in person or virtually. This conference will be held at the time and location agreeable to the Government and Contractor. To participate in a virtual prework conference all those present must have access to a device with a microphone, audio capability, and visual capability to view documents displayed on screen to promote understanding of requirements of this contract. The purpose of the conference is to enable the TPOC to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the contractor an opportunity to ask questions about the Government's administration and inspection of contract work or obtain other pertinent information that might be required. At the pre-work conference the Contractor shall provide the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this pre-work conference:

- a. Authority of the Technical Point of Contact (TPOC) and Quality Assurance Inspectors
- b. Accident Prevention Plan (and required additional plans by scope)
- c. Activity Hazard Analysis & Safety Data sheet requirements
- d. Site Safety and Health Officer (SSHO)

- e. Contractor schedule for each location in the contract
- f. Accident Reporting (ENG Form 3394)
- g. Correspondence, Communication and Administrative Procedures
- h. Invoices and Payment
- i. Contractors Quality Control Plan
- j. Receiving and Storing Materials

9. **PERMITS**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, insurances and letters of certification. The Contractor shall comply with any applicable Federal, State, county, and municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

10. **SECURITY**

The Contractor will comply with all established security policies of the U.S. Army Corps of Engineers. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24-hour notice of any such closure. **No keys, passwords, PINs, or entry codes to Government leased facilities are to be provided to Contractors under any circumstances.**

11. IDENTIFICATION OF CONTRACTOR OR PERSONNEL AT GOVERNMENT FACILITIES: All Contractors, subcontractors, or personnel working at or in any Federally Controlled facility shall be identified by a Photo ID issued by the Department of Homeland Security, Police Agency or other approved Government/County agency which shows the individual's photograph, home address, telephone number and status as a citizen of the United States. Said I.D. shall be worn in a conspicuous place and be made available for inspection, upon request by the MSR, or Real Estate POC. In addition, the Contractor shall be required to provide an identification card which includes the name of the company, a clear legible employee photograph at least 1 by 1 ¼ inches, the employee's name, signature, date of birth, hair and eye color, height and weight, and the signature, date and phone number of the company representative issuing the card. Said identification shall be worn in a conspicuous place and be made available for inspection upon request by the MSR, or Real Estate POC. If feasible, the required identification cards can be combined into one.

- a. **BACKGROUND INVESTIGATIONS:** All Contractors, subcontractors, or personnel working at or in any Federally controlled facility shall have a background check investigation and an identification card. The cost of criminal history checks will be the responsibility of the Contractor for all contract employees and subcontract employees. Requests for criminal history checks shall be accomplished prior to work being accomplished.
- b. **Local Background Checks.** Most, if not all police agencies can provide an individual a document, commonly called a "Letter of Good Conduct," that indicates whether they have a criminal record in a particular jurisdiction. An individual could go to the Police department in the town/county where they reside and simply request the document.
- c. **Other Background Checks.** There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and address. In some locations a signed release is also required from the applicant.
- d. **Non-US Citizen.** The Department of Homeland Security has a pilot program that employers can join, at no fee, that allows them to conduct a social security verification check and immigration check on an alien employee. This program is currently available to employers in several States to include New York. For more information, please contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program at 1-888-464-4210.

12. **QUALITY CONTROL**

The Contractor shall establish a complete Quality Control Program (QCP) for the performance requirements of this contract

and shall provide a written copy of same to the Real Estate POC no later than 30 calendar days after contract award. The Contractor will maintain the QCP throughout the contract performance; at any time upon verbal or written request, shall provide a copy to the Real Estate POC for review. The QCP shall include, as a minimum, the following:

- a. An inspection system covering all work tasks stated in the contract to include supplies. Said inspection system shall include a Janitorial Service Checklist (enclosed) for cleaning personnel to fill out each time a space is cleaned and posted in an inconspicuous place where it will be accessible to recruiters on site (such as on the back of the janitorial closet door). It shall specify areas to be cleaned and inspected on a 'per cleaning' basis and satisfaction of compliance by recruiters on site.
- b. The Contractor shall maintain adequate records of all inspections made on cleaning personnel to indicate, at a minimum, the nature (when, where, what) and number of inspections they made; the name of the inspector; the number, location, type of deficiencies found, and the corrective action taken for deficiencies.
- c. A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. The Contractor shall use process control procedures and quality data analysis techniques.
- d. Corrective action procedures for deficiencies and measures to prevent recurrence. The corrective actions will address the deficiency and an action to prevent future deficiencies. Additional inspection(s) are not considered a corrective action. The QCP shall be evaluated for adequacy and changed or updated by the Contractor as a part of all corrective actions by the Contractor.

13. PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the MSR or TPOC as often as determined necessary by the TPOC or its designated representative. A mutual effort will be made to resolve any and all problems identified.

- 14. PERFORMANCE CRITERIA:** Acceptable and unacceptable contract performance will be determined between the MSR on site and the Contractor doing the cleaning on site. When the Contractor's performance is considered to be unsatisfactory, a report shall be made to the USACE POC via the MSR chain of command. The USACE POC will require the Contractor to explain, in writing, the cause of the discrepancy, and corrective action to obtain an acceptable level(s), and corrective action to preclude a recurring incidence of the problem. The Contractor may not be paid for that portion of performance determined to be unsatisfactory by the USACE POC. The staff shall have the ability to read, write, speak and understand the English language. All Contracted employees shall be able to physically complete the cleaning tasks as described in this PWS. Contractor and employees must comply with Conduct guidelines of CFR 36 Rules and Regulations, which can be reviewed at <https://www.gpo.gov/fdsys/pkg/CFR-2001-title36-vol1/content-detail.html>

- 15. JANITORIAL SERVICE STANDARDS AND DESCRIPTIONS:** The following table of services should be used as a guide to establish bid form and specification to perform janitorial services at recruiting facilities in compliance with above guidance.

<u>SERVICE ITEM</u>	<u>DESCRIPTION</u>	<u>STANDARD</u>
1. Trash Removal (2x or 3x weekly)	Empty all trash/waste baskets from all offices, common areas and restrooms and remove all trash from the facility for pick up in dumpster or provided service at the facility. Replace liner in each trash receptacle. Removal includes any accumulated full bags that are no longer in the waste baskets.	Provide and replace, each visit, 100% recycled trash can liners.
2. Vacuuming (2x or 3x weekly)	Vacuum all carpets and hard surfaced floors, upholstered furniture, windowsills, restroom facilities, entryways, common areas, and storage closets to remove all dust, debris, cobwebs and visible particles including edges of carpets and	Vacuum with a beater brush/ crevice hose type machine with a filtration system which minimizes airborne dust particles, (ideally a HEPA

	baseboards and spot clean stains as needed with chemical cleaner.	filter vacuum).
3. Hard Surface Cleaning (2x or 3x weekly)	Damp mop all ceramic, tile, or vinyl tile areas with an appropriate chemical cleaner. All non-carpeted floors shall be cleaned and maintained in accordance with the Performance Work Statement.	All common areas must be cleaned to the same standards.
4.High-Touch Surface Cleaning (2x or 3x weekly)	Disinfect all high-touch surfaces (e.g., countertops, doorknobs, door handles, light switches, handles, toilet levers, sink handles, water fountain buttons, door entry keypads, door phone systems, fixtures)	Clean/wipe down surfaces with disinfectant. if surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection. For disinfection, at minimum, alcohol solutions with at least 70% alcohol, and most EPA-Registered household disinfectants and wipes are allowed.
5.Restrooms (2x or 3x weekly)	Disinfect all restroom fixtures with environmentally friendly antibacterial chemical disinfectant clean and disinfect all floors, toilets and sinks so no encrustation or water rings are present. Furnish restroom supplies as required.	Clean with earth friendly antibacterial disinfectant all surfaces, floors and fixtures and replace paper products with 100% recycled toilet paper and paper towels; and environmentally friendly soap, etc., as needed.
6.Miscellaneous Cleaning (2x or 3x weekly)	Includes removal of fingerprints or smears on glass entrance doors and interior glass in between window cleanings and surfaces that are highly noticeable including furniture or doors. Cleaning of painted walls removing scuff, stains, markings, fingerprints, and obvious soil. Drinking fountain – clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. The drinking fountains shall be free from stains, spots, smudges, scale and obvious soil.	Use cloth with cleaner to remove smears, fingerprints, smudges, etc. Clean with antibacterial, environmentally friendly disinfectant all hard surfaces and fixtures
7.Dusting (Once per Month)	Dust all surfaces, including: chairs, desks, cabinets, furniture, windowsills, blinds, to include mini blinds baseboards, woodwork, HVAC vents, light fixture lens, or any surface where dust may collect and is visible to the eye.	Dusting with a damp/chemical treated cloth is required.
8.Clean Glass Surfaces (Once per Month)	All interior and exterior window surfaces (weather permitting 38 degrees or above) must be cleaned inside and out with an appropriate cleaner leaving no streaks, working around window stenciled signage that may be present.	Clean all windows with appropriate cleaner to streak free as weather permits, including wiping off sills, inside and outside, being careful not to damage blinds, LED lights, and safety window films which may be present.
Note: Exterior windows can be cleaned with an appropriate chemical cleaner that is wet, non-abrasive, without strong solvents or alcohol, and has a pH value between 3.0 and 11.0; a cloth or sponge can be used. Do not use pressure washing to clean. Interior windows with fragment retention film should not have anything other than water/soap (baby shampoo is recommended for cleaning windows with fragmentation film).		
9.Wash Trash Receptacles (Once per Month)	Dirty trash containers shall be washed inside and out and shall be odor free.	Use soap and water or acceptable chemical cleaner to remove any build up and smell.
10.De-scale Toilet Bowls and Urinals (Once per Month)	Toilet bowls and urinals shall be de-scaled in order to remove any accumulated hard deposits.	After de-scaling, the entire surface shall be free From streaks, stains, scale, scum, urine deposits, mineral deposits and rust stains.

11. Carpet Cleaning

Twice per year, (April & October) or as scheduled in advance
Must be performed after normal working hours.

Only the high-performance hot water extraction systems commonly called "Steam Cleaning" be used. High traffic areas and troublesome spots should be pretreated. The process consists of spraying a chemical cleaning solution with water into the pile and using a powerful vacuum, recovering the solution and soil into a holding tank. Should only be done by a truck mounted unit outside the facility with only the hose and wand brought inside.

Caution: Water/Steam Temperatures should never exceed 120°F. Do not allow foot traffic on the carpet until it is dry. Place fans on wet areas during cleaning and allow carpets to dry as long as possible. Complete procedure with a thorough pile lifting.

Add a certified fabric protection treatment to aid in preventing further soiling in high traffic or troublesome areas to keep the appearance of the carpet in between cleanings. Spot cleaners should be applied prior to general cleaning.

12. Clean Light Fixtures
(Once per year in October)

Globes, reflectors, covers, diffusers, and plastic side panels shall be removed and washed. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease and other foreign matter.

Contractor shall clean light fixtures in conjunction with an already scheduled cleaning appointment.

13. Emergency Cleaning
(As needed)

Cleaning services include any work identified in paragraph 12 of Performance Work Statement.

The Contractor shall respond within a half day, if at all practicable. The Contractor shall perform Emergency Cleaning required due to broken or leaking pipes, sinks, toilets, or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance.

In the event of a no-show by the cleaning Contractor, the normal cleaning daily items may be deducted from any amounts due and owing under this contract.

16. CERTIFICATION OF SERVICES:

Once per calendar month (the first working day) **the Contractor shall post** in each building or working area, at a location predetermined by the MSR or Real Estate POC, a Janitorial Service Checklist (see enclosed). The form shall show the building number and building area, all services performed during the month (daily, weekly, monthly, or quarterly) and space for the Contractor to initial to indicate that service was performed each day. Additionally, space shall be provided for the Contractor and Contractor's supervisor to make periodic general comments concerning services performed and a space for each MSR on site to sign acceptance of the job performed that month. These forms shall be retained by the Contractor and a copy provided to the Real Estate POC when submitting invoices. The forms shall be received by the Real Estate POC within 10 working days from the end of the month for which services are being provided. Contractor is responsible for the cost of printing/supplying paper checklists. If a checklist is modified after an MSR has signed, an MSR must initial or sign with current date approving of changes in reported services. Contractor is responsible for obtaining signatures from MSRs.

17. PAYMENT

The Contractor shall furnish the TPOC with one invoice per calendar month, identifying the contract number, stating the amount of services completed during the month, identified by item number and quantity. Locations are to be itemized on the invoice in the same order they appear in line items of award. Payment shall be made for the actual services performed as recorded on signed checklists at the applicable contract unit price. **Invoices must be submitted by the 10th of the following month. In order to be considered for payment, all invoices must be accompanied by the Contractor's most up-to-date Janitorial Service Checklist for each location and all checklists must be signed by an MSR. Only services performed and included on monthly checklist(s), verified by an MSR, will receive payments. If any checklist is not signed by an MSR invoice and checklist will be considered invalid and must be resubmitted with a current date when**

all signatures are obtained. Valid supporting documentation is required in order to process payments. Payments will be disbursed within thirty (30) days of an invoice considered acceptance by a TPOC. Invoices will be considered accepted if all charges can be verified by the supplied signed checklists. Should there be a delay by the Government in disbursement post 30 days invoice acceptance the Government will apply interest at the Government rate. If a location is not accessible to the Contractor by means of no-show by MSR the daily rate for date of visit will be considered for reimbursement. No other tasking not completed in the event of no access will be considered compensable.

18. PAYMENT DEDUCTION: The Contractor's performance will be compared to Industry Standards or by Standards set forth by the "Institute of Inspection, Cleaning and Restoration Certification (IICRC)" or its equivalent and shall not exclude common sense considerations as may be applied by the Real Estate POC. If the performance in any required service is unsatisfactory, and poor performance is clearly the fault of the Contractor, monthly payments to the Contractor may be reduced by the Real Estate POC as deemed appropriate per bid sheet. Deductions may also be taken by the Government for defective individual services not satisfactorily performed and/or not performed. Deductions will be made for no-shows for scheduled appointment times on the basis of daily bid items.

19. DEFINITIONS: As used throughout this document, the following terms shall have the meaning set forth below. Additional definitions are in FAR 52.202-1, DEFINITIONS, in Section I or common sense considerations and industry standards.

19.1 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings, if any, accompanying this specification unless stated otherwise.

19.2 Where "as directed," "as required," "as permitted," "approval," "acceptance," or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Real Estate POC is intended unless stated otherwise.

19.3 **Contractor.** The term "Contractor", as used herein, refers to both the prime Contractor and any subcontractors or personnel. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

19.4 **Real Estate POC.** The term Real Estate POC refers to a designated USACE employee appointed to manage real estate matters to include contracts involving this PWS.

19.5 **Military Service Representative (MSR).** The MSR is any person, military or Government civilian, who is assigned to a leased property recruiting office. The MSR represents the military service of the office being serviced and monitors the work being performed.

19.6 **Clean.** "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.

19.7 **Disinfect.** Cleaning in order to destroy any harmful microorganisms by application of an approved **antibacterial** environmentally friendly chemical agent to destroy microorganisms. **Contractor shall defer to Center for Disease Control (CDC) guidelines on proper facility disinfecting. Alcohol solutions with at least 70% alcohol and most EPA-Registered household disinfectants or disinfecting wipes are allowed.**

19.8 **Facility.** An establishment, structure, or assembly of units of equipment designated for a specific function.

19.9 **Frequency of Service:**

19.9 .1 **Annual (A).** Services performed once during each 12-month period of the contract, specifically during the month of April.

19.9 .2 **Semi-Annual (SA).** Services performed twice during each 12-month period of the contract, specifically during the months of March and September.

19.9 .3 **Quarterly (Q).** Services performed 4 times during each 12-month period of the contract, specifically during the months of March, June, September and December.

19.9 .4 **Monthly (M).** Services performed 12 times during each 12-month period of the contract, specifically during the first week of the month.

19.9 .5 **Three times Weekly (3X - Week).** Services performed 3 times per week, specifically the days of Monday, Wednesday and Friday.

19.9 .6 **Two times Weekly (2X - Week).** Services performed 2 times per week, normally performed on the days of Tuesday and Thursday or Monday and Wednesday.

19.10 **Quality Assurance (QA).** A method used by the Government to provide some measure of control over the quality of purchased services received.

19.11 **Quality Assurance Evaluator (QAE).** The Government employee designated to evaluate the quality of services produced.

19.12 **Regular Working Hours for Cleaning.** The Government's regular (normal) working hours for cleaning are from 9:00 a.m. to 3:30 p.m. Monday through Friday, except (a) Federal Holidays and (b) other days specifically designated by the Real Estate POC. Later times and days may be permitted for carpet cleaning. **No keys, codes or PIN numbers to Government leased facilities are to be provided to Contractors under any circumstances.**

19.13 **Space.** A space is an area to receive janitorial services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of halls, restrooms, work areas, common areas, test room areas, storage areas, lobbies, offices, and entranceways.

19.14 **Waste Containers.** Waste containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, or any container holding trash, paper or refuse of any type.

20. GOVERNMENT FURNISHED PROPERTY AND SERVICES:

20.1 **Government Furnished Facilities.** The Government will not provide office space and operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

20.2 **Government Furnished Equipment.** The Government will not provide tools or equipment to the Contractor.

20.3 **Availability of Utilities.** The Government will furnish the following utility services, if applicable, at existing outlets for use in those facilities leased by the Government and as may be required for the work to be performed under the contract: electricity, steam heat, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the Real Estate POC or MSR on site. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of work.

21. CONTRACTOR FURNISHED ITEMS:

The Contractor shall provide all necessary labor, transportation, tools, materials, equipment, and supplies required to perform services of this contract. All cleaning procedures and treatments shall be accomplished in accordance with the manufacturer's directions and/or listed specifications and industry standards applicable to the Professional Cleaning and Restoration Industry. **The Contractor shall use environmentally friendly products for all maintenance and cleaning. For disinfection of high-touch surfaces, at minimum, Contractor must use alcohol solutions with at least 70% alcohol. Most EPA-Registered household disinfectants and disinfecting wipes are allowed.** Use of recycled materials is highly encouraged. Contractor will provide office space and operational facilities as needed.

21.1 **Vehicles.** As required to meet contract requirements.

21.2 **Equipment.** All equipment shall be of commercial quality and shall be in operable condition and meet local requirements. This equipment must operate on the existing electrical current available in Government buildings. It shall be the responsibility of the Contractor to prevent the operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of the circuits available in Government buildings.

21.3 **Wet Floor Caution Signs.** The Contractor shall display caution signs when cleaning floors in an area in which people other than contracting personnel are or will be present before the floors are dry.

22. CONTRACTOR'S PERSONNEL:

a. **Minimum Personnel Requirements**

The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government property. At least one of the Contractor's employees on site shall be able to communicate effectively and efficiently with project staff.

b. **Employee Conduct**

The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with all Federal, State, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc. Contractor and employees must comply with Conduct guidelines of CFR 36 Rules and Regulations, which can be reviewed at <https://www.gpo.gov/fdsys/pkg/CFR-2001-title36-vol1/content-detail.html>

c. **Removal of Contractor's Employees**

The TPOC may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the TPOC, endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

23. MANAGEMENT: The Contractor shall manage the total work effort associated with the janitorial services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

23.1 Work Control. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to ensure material, labor, supplies and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal or written scheduling and reports on the status of service call shall be provided when requested by the Real Estate POC.

23.2 Work Schedule. The Contractor's initial work schedule shall indicate the hours of the day that weekly services will be performed and when less than weekly services will be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. When scheduled services performed weekly or less frequently falls on a holiday, the next scheduled cleaning dates shall be specified. The initial work schedule shall be submitted to the Real Estate POC and MSR on site for approval within 14 days after contract award. Once approved, all work shall be performed in strict compliance with the work schedule to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the Real Estate POC and MSR on site, approval at least three working days prior to performance. In preparing the work schedule, the Contractor shall comply with all general requirements

23.3 Except as may otherwise be specified, all work shall be performed during the Government's regular working hours, as specified in Section 8, "DEFINITIONS". In those cases, and only upon notification by the Contracting Officer, where work needs to be performed after normal working hours (e.g., professional carpet cleaning to allow minimal foot traffic and drying times), the Contractor shall be responsible to provide an adequate staff to assure fully adequate and timely completion of these services.

23.4 Emergency Cleaning. Upon notification by the Contracting Officer Representative or TPOC, the Contractor shall respond within a half day, if at all practical. The Contractor shall perform emergency cleaning required due to broken or leaking pipes, sinks, toilets or other occurrences requiring immediate corrective action to restore an area to its normal state of cleanliness and appearance. Emergency cleaning will be 100% inspected and shall be compensated in accordance with the item completed on bid sheet in addition to the normal compensation paid under the contract.

23.5 Interference with Government Business. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.

23.6 Protection of Government Property. During execution of the work, the Contractor shall take special care to protect Government property including furniture, walls, baseboards, and other surfaces from materials not intended. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

23.7 Damage to Government or Private Property. The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the Contractor's operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the Contractor's operations. The Contractor shall notify the TPOC and/or Project Manager immediately of damage to Government and private property and injury to any person resulting from the Contractor's operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the Contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the TPOC, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

23.8 Receiving and Storing Materials. The Contractor is responsible for protecting any stored material until it is placed in service. The Contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the Contractor and will not be responsible for damage to the Contractor's equipment or materials.

23.9 If work is not performed by the Contractor personally, then a bona fide supervisor with full authority to represent the Contractor shall be required to visit the work site at least twice a month to verify the work is being accomplished as specified. See attached Janitorial Services Checklist. This representative must be someone other than the person performing the work.

23.10 Contractor shall ensure that all employees and/or subcontractors have adequate knowledge of commercial cleaning chemicals, equipment and techniques necessary to perform work. The Real Estate POC may require the Contractor to discontinue using any employee or subcontractor determined by the Real Estate POC/MSR on site, to be unsatisfactory.

24. JANITORIAL SERVICES REQUIREMENTS: The Contractor shall provide basic janitorial services described herein. A description of the areas to receive janitorial services is included in each contract.

24.1 Basic Services. Basic services shall be performed at the locations and frequencies shown in the PWS and the Schedule of Services and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. Performance requirements for these services include the following:

24.1.1 Space Cleaning. Space cleaning shall consist of the following services twice per week.

24.1.1.1 Floor Maintenance. Floor maintenance includes the techniques of sweeping, dust mopping, damp mopping, wet mopping, dry buffing and spray buffing as required to achieve the below stated results. The Contractor shall provide floor maintenance for the entire floor surface, concrete/quarry tile, terrazzo, wood, and resilient flooring, including corners and abutments, so that after cleaning, they are free of visible dirt, litter, dust and debris. The Contractor shall move chairs, trash receptacles and easily moved items in

order to provide floor maintenance underneath and return them to their original position

24.1.1.2 Vacuuming. The Contractor shall vacuum all floor areas, carpeting and rugs, so that after vacuuming, they are free of all visible dirt, litter, dust, and soil. The Contractor shall remove all spots as soon as noticed. Carpeted areas and rugs shall be vacuumed using a commercial grade vacuum cleaner. Upholstered furniture shall be free of dust, dirt, lint, other stains, and discoloration and shall be kept free of all visible lint, litter, soil, and embedded grit.

24.1.1.3 Trash Removal. All trash receptacles including all administrative, office, restroom, and those receptacles used for feminine hygiene waste, shall be emptied, and returned to their initial location with Contractor provided 100% recycled liners. Any obviously soiled or torn trash receptacle liners in such receptacles shall be replaced. Boxes, cans, and paper placed near a trash receptacle that is marked "TRASH" shall be removed. All debris or liquids remaining in a trash receptacle due to a leaky trash bag shall be removed prior to new liner replacement. Trash shall be disposed of in a secured bag. Any trash bags that are full and sitting next to the trash containers shall also be removed by the Contractor. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash collection. All refuse collected shall be disposed of in the nearest trash dumpster outside the building. Unless otherwise indicated, trash shall be emptied from all wastebaskets.

24.1.1.4 Drinking Fountains. Clean and disinfect all porcelain and polished metal surfaces, including the cabinet, percolator orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.

24.1.1.5 Spot Cleaning Windows. The Contractor shall spot clean the entrance door (s) glass and all interior glass in order to remove fingerprints, smudges, or other debris. Windows should look consistently clean (i.e., should not have a clean spot with the rest of the glass remaining dirty).

24.1.1.6 High-Touch Surface Cleaning. High-touch surfaces are defined as: countertops, doorknobs, door handles, light switches, handles, toilet levers, sink handles, water fountain buttons, door entry keypads, door phone systems, and fixtures. The Contractor shall clean, disinfect, and wipe down these surfaces, with the primary focus being on reducing the spread of sickness causing viruses and bacteria (i.e., common cold and flu). Cleaning, disinfecting, and wiping down these surfaces requires use of either an EPA-approved disinfectant, an alcohol cleaning solution with a minimum of 70% alcohol, or acceptable disinfecting wipes. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection.

24.1.2 Restroom Services. Restroom services shall consist of the following twice per week. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as supplying latrines to ensure adequate supplies are available.

24.1.2.1 Cleaning of Restrooms. All cleaning tasks shall be accomplished to meet the requirements of complete sanitation and disinfectant. The Contractor shall maintain each facility to the standards established in this contract. This may require Contractor services at more frequent intervals, such as re-supplying latrines to ensure adequate supplies are available and all surfaces spot free and disinfected. (Floors may require waxing or sealing monthly between damp mopping).

24.1.2.2 Clean and Disinfect. Completely damp clean and disinfect all surfaces of mop sinks, wash bowls, toilet bowls and seats, urinals, lavatories, dispensers, plumbing fixtures, partitions, door, walls, polished exposed piping, mirrors, and other such surfaces, using environmentally friendly germicidal detergent. If a facility has showers, ensure that the showers and shower mats are appropriately damp cleaned and disinfected. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets. After cleaning, receptacles will be left free of deposits, dirt, smudges and streaks, soap film, dust, soils, graffiti, scum, and odors. All bright metal finishes such as faucets; pipes, fittings and hardware shall be kept in a bright and clean condition

24.1.2.3 Sweep and Mop Floor. After sweeping and mopping, the entire surface shall be free from litter, dust, and foreign debris, including grout. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirls, marks, detergent residue, or any evidence of soil, stain, film, or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.

24.1.2.4 Trash Removal. Refer to paragraph 24.1.1.3

24.1.2.5 Servicing/Re-supplying Restrooms. Servicing restrooms shall include inspecting, replenishing and cleaning supply dispensers. Contractor shall ensure restrooms are stocked so that supplies {Strongly recommended to use 100% recycled toilet tissue, and environmentally friendly soap (hand, liquid or foam)} and soap deodorants for the urinals and toilet bowls do not run out and that dispensers are in working order. Each restroom shall be stocked during each cleaning, or more frequently if needed. Supplies shall be stored in designated areas or off-site at Contractor's facility. **No overstocking shall be allowed.** If supplies run out prior to the next service date, the Contractor shall replenish within one day of notification or next scheduled cleaning appointment time at no additional cost to the Government. Factory rejected paper products shall not be used.

24.1.3 Periodic Cleaning.

24.1.3.1 Clean/Shampoo Carpets. Contractor shall accomplish all cleaning/shampoo by "steam cleaning or hot water" deep dirt extraction methods twice per year, specifically in the months of April and October. Apply a heavy-duty spot remover in heavily soiled areas. Apply required amount of cleaning solution with the extractor machine, extract, and allow carpet to dry before use and use drying fans as needed for drying. After shampooing, the carpeted area will be uniform in appearance and be free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath and returned to their original location. No heavy desks, file cabinets or other large furniture will be moved for carpet cleaning.

24.1.3.2 Spot Clean Carpets. The Contractor shall spot clean/shampoo carpets that are stained over an area of 2 square feet (sq. ft.) or less. Spot cleaning shall be accomplished with vacuuming service (per para 12.1.1.2) as needed, or as directed by the Real Estate POC.

24.1.3.3 Dusting. Damp dusting shall be performed once per month, during the first week of each month, and includes all horizontal surfaces, such as windowsills, window blinds, handrails, wood strips, door frames, exposed piping, light fixtures, covers and diffusers, ceiling and walls within six (6) feet from the top of the finished floor. Surfaces shall be free of lint, dust, dirt, cobwebs, marks, fingerprints, smudges, and other accumulated soils. Items on furniture tops are to be dusted and replaced; however, items on desktops such as papers are not to be disturbed.

24.1.3.4 High Dusting/Cleaning. High cleaning shall be performed once per year in October and includes cleaning horizontal and vertical surfaces above 6'-0" from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

24.1.3.5 Cleaning Light Fixtures. Globes, reflectors, covers, diffusers, and side panels shall be removed and washed once (1) per year in October. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter.

24.1.3.6 Cleaning Exterior Glass Surfaces. This service shall be performed monthly and includes all exterior glass surfaces, window frames, sills and sashes, from the ground line up. After cleaning, all glass surfaces shall be left free of streaks and stains, wiped dry and all adjacent surfaces wiped dry. All paint, putty, and foreign matter found on glass surfaces shall be removed. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the inner glass. Special care instructions for any exterior "perforated window wrap": Contractor will clean exterior perforated

window wrap with an appropriate chemical cleaner that is wet, non-abrasive, without strong solvents or alcohol, and have a pH value between 3.0 and 11.0. A cloth or sponge will be used to clean. Do not use pressure washing to clean. No exterior glass cleaning will be required when exterior temperatures are below 38 degrees F.

24.1.3.7 Cleaning Interior Glass Surfaces. This service shall be performed monthly and includes all windows (inside of exterior glass windows & all sides of interior glass windows), glass partitions, walls, mirrors, and adjacent trim. After cleaning there shall be no traces of dust, dirt, smudges, film, tape, streaks, watermarks, or other foreign matter (with the exception of intentionally placed signs and window film). A special "window film" is installed on the interior side of the exterior windows at 100% of the recruiting locations. Clean the special window film with a mild soapy solution (baby shampoo and water) and a soft, damp cloth.

24.1.3.8 Wash Trash Receptacles. Trash receptacles shall be washed inside and out once per month and shall be odor free. Trash receptacles shall be wiped out with either an EPA-approved disinfectant, an alcohol cleaning solution with a minimum of 70% alcohol, or acceptable disinfecting wipes. If surfaces are dirty, they shall be cleaned using a detergent or soap and water prior to disinfection.

24.1.3.9 De-scale Toilet Bowls, and Urinals. Required services include cleaning and disinfecting as indicated in paragraph 24.1.2.2, which are performed after de-scaling. De-scaling shall be performed on a monthly basis. After cleaning, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, mineral deposits, and rust stains.

ATTACHMENTS

PLEASE SEE ATTACHMENTS INCLUDED SEPARATELY FOR ADDITIONAL INFORMATION.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	NOV 2024
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.223-1	Biobased Product Certification	MAY 2024
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.237-1	Site Visit	APR 1984
52.242-15	Stop-Work Order	AUG 1989
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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”.

(c) Representations.

(1) The Offeror represents that it [____] does, [____] 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause--

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2024-O0002) (MAY 2024) ALTERNATE I (FEB 2024)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000–9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110–174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new

offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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.]

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.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it [____] is, [____] is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it [____] is, [____] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(8) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, a women-owned business concern.

(10) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
—
—
—

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [☐] Are, [☐] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [☐] Have, [☐] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [☐] Are, [☐] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [☐] Have, [☐] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror (☐) does (☐) does not certify that—

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));
 - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
- () TIN: -----.
- () TIN has been applied for.
- () TIN is not required because:
- () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
- () Sole proprietorship;
 - () Partnership;
 - () Corporate entity (not tax-exempt);
 - () Corporate entity (tax-exempt);
 - () Government entity (Federal, State, or local);
 - () Foreign government;
 - () International organization per 26 CFR 1.6049-4;
 - () Other -----.
- (5) Common parent.
- () Offeror is not owned or controlled by a common parent;
 - () Name and TIN of common parent:
Name - ____ .
TIN - ____ .
- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [☐] is, [☐] is not an inverted domestic corporation; and

(ii) It [☐] is, [☐] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph

(o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that--

(i) It [☐] does, [☐] 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [☐] does, [☐] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

(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 Covered Entities (DEC 2023) (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (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 (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

___ (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) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

___ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204-30.

___ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

____ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (14) [Reserved]

____ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (16) 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).

____ (17) [Reserved]

____ (18)(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.

____ (19)(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.

____ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

____ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (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 2023) of 52.219-9.

____ (22) (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.

____ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

____ (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (27) 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)).

____ (28) 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)).

____ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

- ____ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- x (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).
- x (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- x (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- x (36)(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.
- ____ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- x (39)(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. chapter 78 and E.O. 13627).
- ____ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 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.)
- ____ (41)(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.)
- ____ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).
- ____ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).
- ____ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).
- ____ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).
- x (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711).
- ____ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022)) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (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), Public Law 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 [Reserved].

____ (iii) Alternate II (JAN 2025) of 52.225-3.

____ (iv) Alternate III (FEB 2024) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (51) 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).

____ (52) 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. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

x (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

____ (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. 3805).

____ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

x (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) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

x (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act--Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

____ (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.]

x (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

x (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).

____ (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).

x (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

x (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).

____ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(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) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 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).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (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.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 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.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xvi) x (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).

(xvii) 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.)

(xviii) 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)

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxiii) 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. Subtitle A, Part V, Subpart G Note).

(xxiv) 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.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act--Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 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.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing

within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 561720 assigned to contract number W912WJ25PXXXX.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [] is, [] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small

business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)

(a) Definitions. As used in this clause--

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials--

(1) That are listed by USDA in a procurement guideline (7 CFR part 3201, subpart B); and

(2) For which USDA has provided purchasing recommendations (available at <https://www.biopreferred.gov>).

(b) The Contractor shall report to <https://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than--

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

(End of clause)

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):

<https://www.acquisition.gov/>

(End of provision)

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):

<https://www.acquisition.gov/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(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 [DFARS](#) (48 CFR Chapter [2](#)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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 [DFARS](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

WAGE DETERMINATIONS

The Wage Determination for this project can be found at:

<https://sam.gov/wage-determination/2015-4111/30>

Wage Determination No.: WD # 2015-4111

Revision No.: 30

Revised Date: 23 December 2024