



National Park Service – Harpers Ferry Center – Con Ops National

Solicitation Number: 140P2126R0024 – Janitorial Services for Harpers Ferry Center/Stephan T Mather Hall

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. Solicitation Number 140P2126R0024 is issued as a Request for Proposal (RFP) constitutes the entire solicitation. Proposals and price quotations with detailed breakdown are being requested. This solicitation document incorporates all mandatory commercial item provisions and clauses.

NOTICE OF ORDER SET-ASIDE: This request is set aside for small business concerns under the North American Industry Classification System (NAICS) 761520, Janitorial Services with a related small business size standard of \$22m. Responses received from concerns that are not small business shall be rejected. Only contract holders that are currently identified as an Indian Small Business Economic Enterprise (ISBEE) business category may submit a response to this solicitation request.

The government anticipates award of one (1) best value, firm-fixed price contract.

REQUIREMENT: The Contractor must provide all personnel, equipment, tools, materials, supervision, and services necessary to perform Janitorial Services as specified herein for the National Park Service (NPS) Facilities. Due to space limitations, the complete commercial item specifications are contained in Solicitation Number 140P2126R0024. Interested contractors should download this document. The National Park Service is not responsible for locating or securing any information that is not identified in the quotation. The government contemplates award of one best value, firm-fixed price contract resulting from this solicitation.

The following Federal Acquisition Regulation (FAR) clauses and provisions are applicable to this announcement and are available at www.acquisition.gov.

52.212-1 Instructions to Offerors-Commercial Items; 52.212-2 Evaluation-Commercial Items; 52.212-4 Contract Terms and Conditions Commercial Items; 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration; 52.233-1 Disputes in Solicitations and Contracts; 52.233-4 Applicable Law for Breach of Contract Claim; and 52.245-1 Government Property.

Proposals shall be prepared in accordance with the attached solicitation. Failure to adhere to these instructions may render your proposal unacceptable.

SITE VISIT: Scheduled for **Tuesday, August 4, 2026, at 9:30 am Eastern Daylight Time**. See solicitation for full details.

SUBMISSION OF WRITTEN QUESTIONS: All questions regarding this solicitation shall be submitted to sheila.spring@ios.doi.gov no later than **10:00 am Eastern Daylight Time, Friday, August 14, 2026**, with subject line: **“140P2126R0024 – Janitorial Services for Harpers Ferry Center and Stephan T Mather Hall”**. Questions received after this date and time may not be answered prior to the closing date/time for receipt of responses. All questions shall be submitted in writing. No questions will be accepted via phone calls.

SUBMISSION OF OFFERS: All offers regarding this solicitation shall be submitted to sheila_spring@ios.doi.gov no later than **10:00 am Eastern Daylight Time, Thursday, August 27, 2026**, with subject line: **"140P2126R0024 – Janitorial Services for Harpers Ferry Center and Stephan T Mather Hall"**. Submitted offers must be valid for a minimum of 120 days from the provided response date.

SYSTEM FOR AWARD MANAGEMENT: Offerors shall be required to have a Unique Entity Identifier (UEI) number and an active registration in SAM, System for Award Management (www.sam.gov) at the time of award; and Online Representations and Certifications at the SAM Website, and shall be considered a small business for the size standard associated with the NAICS code.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM."

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

0044044152

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2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
140P2126R0024

6. SOLICITATION ISSUE DATE

07/27/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

Sheila Spring

b. TELEPHONE NUMBER (No collect calls)

3045356239

8. OFFER DUE DATE/ LOCAL TIME

08/27/2026 1000 ED

9. ISSUED BY

CODE

PWA

NPS, WASO - WCP Contracting
P.O.Box 25287 MS WCP
Denver CO 80225

10. THIS ACQUISITION IS

☐ SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS

☐ SERVICE-DISABLED

☐ VETERAN-OWNED

☐ SMALL BUSINESS (SDVOSB)

☐ UNRESTRICTED OR

☐ WOMEN-OWNED SMALL BUSINESS (WOSB)

☐ ECONOMICALLY DISADVANTAGED

☐ WOMEN-OWNED SMALL BUSINESS (EDWOSB)

☐ 8(A)

☒ SET ASIDE: **100.00%** FOR:

NORTH AMERICAN
INDUSTRY CLASSIFICATION
STANDARD (NAICS):

561720

SIZE STANDARD:

\$22

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED

☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A
☐ RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION REQUEST
☐ REQUEST ☐ INVITATION ☒ FOR PROPOSAL
☐ FOR QUOTE (RFQ) ☐ FOR BID (IFB)

15. DELIVER TO

CODE

0011283480

See Schedule

16. ADMINISTERED BY

CODE

PHF

See Schedule

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: DOI, NPS, HFC - Acquisition Managem 67 Mather Place IDC Building Harpers Ferry WV 25425 US DELIVER TO: Continued... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Government Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. ADDENDA FAR 52.212-3 AND 52.212-5 ARE ATTACHED.

☐ ARE ☒ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED: _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Sheila Spring

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NPS, Harpers Ferry Center IDC Building, 67 Mather Place Harpers Ferry WV 25425 US HAFC/Stephan T Mather Hall Janitorial Services Firm-Fixed Price Indian Small Business Economic Enterprise Set-Aside The Contractor must provide all personnel, equipment, tools, materials, supervision, and services necessary to perform Janitorial Services as specified herein for the National Park Service (NPS), Harpers Ferry Center & Stephan T Mather Hall Facilities. Period of Performance: 09/01/2026 to 08/31/2027				
00010	HAFC IDC Janitorial Services Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2027				
00020	HAFC LA Janitorial Services Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

STOCK RECORD (S/R)

40. PAID BY

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY)

42d. TOTAL CONTAINERS

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2027				
00030	HAFC BB Janitorial Services Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2027				
00040	HAFC BS Janitorial Services Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2027				
00050	HAFE STMA Janitorial Services Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2027				
00060	HAFC WS Janitorial Services Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2027				
00070	Option Year 1 - HAFC IDC Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2027 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2028 Period of Performance: 09/01/2027 to 08/31/2028				
00080	Option Year 1 - HAFC_LA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2027 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Continued...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2028 Period of Performance: 09/01/2027 to 08/31/2028				
00090	Option Year 1 - HAFE BB Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2027 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2028 Period of Performance: 09/01/2027 to 08/31/2028				
00100	Option Year 1 - HAFE BS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2027 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2028 Period of Performance: 09/01/2027 to 08/31/2028				
00110	Option Year 1 - STMA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2027 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2028 Period of Performance: 09/01/2027 to 08/31/2028				
00120	Option Year 1 - HAFC WS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2027 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2028 Period of Performance: 09/01/2027 to 08/31/2028 Continued...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00130	Option Year 2 - HAFIC IDC Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2028 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2028 Period of Performance: 09/01/2028 to 08/31/2029				
00140	Option Year 2 - HAFE LA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2028 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2029 Period of Performance: 09/01/2028 to 08/31/2029				
00150	Option Year 2 - HAFE BB Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2028 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2029 Period of Performance: 09/01/2028 to 08/31/2029				
00160	Option Year 2 - HAFE BS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2028 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Delivery: 08/31/2029 Period of Performance: 09/01/2028 to 08/31/2029				
00170	Option Year 2 - STMA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2028 Product/Service Code: S201 Continued...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2029 Period of Performance: 09/01/2028 to 08/31/2029				
00180	Option Year 2 - HAFC WS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2028 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2029 Period of Performance: 09/01/2028 to 08/31/2029				
00190	Option Year 3 - HAFC IDC Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2029 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2030 Period of Performance: 09/01/2029 to 08/31/2030				
00200	Option Year 3 - HAFE LA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2029 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2030 Period of Performance: 09/01/2029 to 08/31/2030				
00210	Option Year 3 - HAFE BB Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2029 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2030 Continued...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/01/2029 to 08/31/2030				
00220	Option Year 3 - HAFE BS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2029 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2030 Period of Performance: 09/01/2029 to 08/31/2030				
00230	Option Year 3 - STMA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2029 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2030 Period of Performance: 09/01/2029 to 08/31/2030				
00240	Option Year 3 - HAFC WS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2029 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2030 Period of Performance: 09/01/2029 to 08/31/2030				
00250	Option Year 4 - HAFC IDC Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2030 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2031 Period of Performance: 09/01/2030 to 08/31/2031				
00260	Option Year 4 - HAFE LA Janitorial Services Continued...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Anticipated Exercise Date 07/31/2030 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2031 Period of Performance: 09/01/2030 to 08/31/2031				
00270	Option Year 4 - HAFE BB Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2030 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2031 Period of Performance: 09/01/2030 to 08/31/2031				
00280	Option Year 4 - HAFE BS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2030 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2031 Period of Performance: 09/01/2030 to 08/31/2031				
00290	Option Year 4 - STMA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2030 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 08/31/2031 Period of Performance: 09/01/2030 to 08/31/2031				
00300	Option Year 4 - HAFC WS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2030 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-Continued...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CUSTODIAL JANITORIAL				
	Delivery: 08/31/2031 Period of Performance: 09/01/2030 to 08/31/2031				
00310	Option 6 months - HAFC IDC Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2031 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL				
	Delivery: 03/31/2032 Period of Performance: 09/01/2031 to 03/31/2032				
00320	Option 6 months - HAFC LA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2031 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL				
	Delivery: 03/31/2032 Period of Performance: 09/01/2031 to 03/31/2032				
00330	Option 6 months - HAFC BB Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2031 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL				
	Delivery: 03/31/2032 Period of Performance: 09/01/2031 to 03/31/2032				
00340	Option 6 months - HAFC BS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2031 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL				
	Delivery: 03/31/2032 Period of Performance: 09/01/2031 to				
	Continued...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	07/01/2032				
00350	Option 6 months - HAFE STMA Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2031 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 03/31/2032 Period of Performance: 09/01/2031 to 03/31/2032				
00360	Option 6 months - HAFC WS Janitorial Services (Option Line Item) Anticipated Exercise Date 07/31/2031 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING-CUSTODIAL JANITORIAL Delivery: 03/31/2032 Period of Performance: 09/01/2031 to 03/31/2032				

STATEMENT OF WORK

JANITORIAL SERVICES

Solicitation Number 140P2126R0024

1 GENERAL

1.1 SCOPE OF WORK

- 1.1.1 The Contractor must provide all personnel, equipment, tools, materials, supervision, and services necessary to perform Janitorial Services as specified herein for the National Park Service (NPS) Facilities.
- 1.1.2 As stated herein, when reference is made to the Contracting Officer's Representative (COR), defer to the Contracting Officer (CO) when the COR is absent, unreachable, or otherwise unavailable.
- 1.1.3 The Contractor must schedule and perform all requirements listed in the Statement of Work (SOW). Only tasks listed in the SOW are to be performed. The standards defined and the frequencies listed are minimum standards and frequencies that must be maintained. Additionally, the Contractor is responsible for all administrative requirements as noted herein.

1.2 WAGE DETERMINATION

In the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2015-4285, Revision Number 35, Dated 05/13/2026. Refer to Attachment B.

1.3 SITE LOCATIONS

- 1.3.1 A list of all facilities covered by this SOW to include specific building information is provided in the Attachment A, attached hereto.

1.4 PERSONNEL

- 1.4.1 On-Site Supervisor. The Contractor must provide a Contract Manager, who must be responsible for the performance of the work. The name and contact information of this person and any alternate(s) who must act for the Contractor when the supervisor is absent must be designated in writing to the CO prior to contract start date. The supervisor must not rely on the COR to remind him/her of reports, schedules, etc. that are due. The On-Site Supervisor must be knowledgeable in the safe use and storage of chemicals, cleaning compounds, and equipment operation.
 - 1.4.1.1 The Contract Manager or alternate must have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.
 - 1.4.1.2 The Contract Manager or alternate must be available within 1 calendar day to meet at the facility with Government personnel designated by the CO to discuss situations.
- 1.4.2 Employees.
 - 1.4.2.1 A list of contractor employees who will be working at the site must be provided to the COR and the CO not later than 10 days after award. This list must be updated any time a contractor employee is added or deleted from the list. The Government reserves the right to restrict the site access of any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, and general wellbeing, or operational mission of the installation and its population.

- 1.4.2.2 Contractor personnel must present a neat appearance and be easily recognized. This must be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges, which contain the company name and employee name.
- 1.4.2.3 The Contractor must not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest.
- 1.4.2.4 The Contractor and their employees must be subject to all rules and regulations relative to entering and leaving the facility.
- 1.4.2.5 It is a requirement for the Contractor to provide sufficient backup employees to fill in for unexpected absences or resignations.
 - 1.4.2.6 Contractor's employees must not disturb papers on desks, open desk drawers or cabinets, or use telephones, copy machines, or other equipment provided for official Government use.
- 1.4.2.7 Contractor employees must report unsafe and hazardous conditions to the COR. Items in need of repair, such as burnt-out lights, leaky faucets, toilet stoppages, etc., must be reported to the COR. The COR will report any damaged or hazardous areas/equipment to a Technical Operations Manager and await further guidance.
- 1.4.2.8 If employees discover open safes, they must report that to the COR.
- 1.4.2.9 Employees without properly executed security forms will not be allowed to work at the facility.
- 1.4.2.10 The Contractor and employees must be subject to all rules and regulations relative to entering and leaving these facilities and to parking in authorized parking spaces. The Contractor will be briefed by the COR on the complexities and protocols involved with the cleaning of secure areas in the buildings covered by this contract. When cleaning is scheduled in secure areas, Contract personnel will be expected to contact the COR in advance for access, and notify the COR when complete, in order to secure the area.
- 1.4.3 Training. The Contractor is responsible for training all individuals on the correct cleaning and disinfecting procedures accepted by the custodial profession as written in professional publications, periodicals, trade magazines, etc. At a minimum, this training must include the review and proper use of applicable product Safety Data Sheets (SDS), including recognizing hazards, storage of chemicals, and the use of appropriate protective equipment (e.g., disposable gloves, dust masks, etc.) required by the OSHA Hazard Communication Standard, 1910.1200.
 - 1.4.3.1 Contractors will be trained on site specific fire life safety awareness, and Hazard Communication (HAZCOM) in accordance with JO3900.19 Ch.11.

1.5 QUALITY CONTROL

- 1.5.1 Quality Control Plan. The Contractor must establish and maintain a complete Quality Control Plan to ensure the requirements of the Contract are provided as specified. One copy of the Contractor's Quality Control Plan must be provided to the CO for review and approval no later than 10 days after award. An updated copy must be provided to the CO within one business day as changes occur. The plan must include at a minimum:
 - 1.5.1.1 A work scheduling plan based on the services indicated in Section 3. The schedule must show by building and area the day and times when tasks will be

accomplished. The Contractor must comply with the submitted schedules as approved by the COR or CO.

- 1.5.1.2 Tasks required more than once per day must be scheduled at reasonable intervals. These times must be noted on the submitted schedule.
- 1.5.1.3 The contractor must use a daily checklist and provide a copy to the COR on a weekly basis. The Checklist will be reviewed for compliance. When checklists are not submitted timely, payment may be withheld.
- 1.5.1.4 An inspection plan covering all the services listed in Section 3. It must specify the areas to be inspected on both a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 1.5.1.5 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 1.5.1.6 Procedures for proper cleaning of restrooms and other high humidity areas to prevent the spread of infectious and contagious diseases must be documented.

1.5.1.7 Procedures for floor and carpet maintenance.

1.5.2 Inspection Reports. Records of all inspections conducted by the Contractor and necessary corrective action taken must be provided to the CO and COR upon completion of the inspection.

1.5.3 Quality Assurance Surveillance. The Government must inspect and evaluate the Contractor's performance to ensure services are received in accordance with requirements set forth in this Contract. The COR will use the Contractor's work schedule or modified version thereof, to record validation results. Results of the validation then become the official record of the Contractor's performance. When a performance threshold has not been met or Contractor performance has not been accomplished, the COR will initiate and provide the Contractor a Contract Discrepancy Report (CDR). The Contractor must respond to the CDR in accordance with instructions provided and return it to the COR within 2 calendar days of receipt.

1.5.4 Contract Reviews. The Contractor must meet with the COR and the CO for a quarterly review of the contract performance. The following issues may be discussed; opportunities to improve the Contract, any modifications required of the Contract, unsatisfactory inspections and valid customer complaints against each performance objective observed and steps taken by the Contractor to prevent occurrences in the future. The Contractor must provide a summation of unsatisfactory inspections and customer complaints and provide insight into any identified trends. The minutes of these meetings will be reduced to writing by NPS Personnel, signed by the CO and any other signatures as deemed appropriate, distributed by the COR to the NPS stakeholders and the Contractor. Should the Contractor not concur with the minutes, the Contractor will provide a written notification to the Contracting Office identifying areas of non-concurrence for resolution.

1.6 PHYSICAL SECURITY

- 1.6.1 Property. The Contractor is responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials must be secured and stored in appropriate locations. External and Internal doors must not be propped open. Secure Area cleaning must be coordinated with the COR in advance.
- 1.6.2 Badges. All DOI security badges must be worn above the waist, on the front of the body, and on outermost clothing at all times. It is the responsibility of the Contractor to notify the COR of a lost badge. A replacement badge can only be approved by the COR. The COR will notify the appropriate party to issue a replacement badge. The retrieval of the lost badge is the responsibility of the Contractor and if found, must be returned to the COR.
- 1.6.3 Key Control. The Contractor must implement methods of assuring that all keys issued to the Contractor's employees by the Government are not reproduced, lost, or misplaced and are not used by unauthorized persons.
 - 1.6.3.1 The Contractor must report the loss of any keys to the COR immediately. The Contractor may be required to incur the expense to re-core the affected facilities.
 - 1.6.3.2 Keys are to be checked out only to personnel approved by the COR. Final payment may be withheld until all keys have been returned as verified by the COR.

1.7 WORK SCHEDULE AND ACCESS TO WORKPLACE

- 1.7.1 Specific hours of operation for each location are stated in the Appendices. Specified hours of performance are not shown for some of the services required in this contract. Such work must be accomplished at times as coordinated in advance with the COR to ensure there is no conflict with NPS operations.
- 1.7.2 The Contractor's Work Schedule will remain unchanged on recognized holidays unless otherwise noted by the COR.
- 1.7.3 Recognized Holidays. Holidays observed by Government are as follows:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Juneteenth	Fourth of July
Labor Day	Veteran's Day	Columbus Day
Thanksgiving Day	Christmas Day	

1.8 CONSERVATION OF UTILITIES

- 1.8.1 The Contractor must instruct employees in utilities conservation practices. The Contractor is responsible for operating under conditions which conserve utilities
- 1.8.2 Lights must be used in areas only where and when work is being performed. Operational Area lights must not be adjusted without prior approval by the COR.
- 1.8.3 The workers must not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

1.8.4 Water faucets or valves must be turned off after use.

1.9 LOST AND FOUND PROPERTY

1.9.1 It is the responsibility of the Contractor to ensure all items of possible personal or monetary value found by the Contractor's employees are turned in to the Agency immediately.

1.10 SAFETY

1.10.1 The Contractor is responsible for training their employees in appropriate safety measures and informing them of their obligation to obey existing regulations. In addition, the Contractor must not permit placing or using of mops, brooms, or equipment in traffic lanes or other locations in a manner to create a safety hazard and must provide appropriate warning signs for slippery areas.

1.10.2 The Contractor is responsible for supplying their employees with proper Personal Protective Equipment (PPE).

1.10.3 Contractor must maintain an easily accessible, on-site Safety Data Sheet (SDS) Log. A copy of each SDS and a list of each chemical to be used by the Contractor must be provided to the CO and COR before chemicals are allowed on site.

1.10.4 Safe methods and proper dilution of chemicals to retain the integrity of the Environmental Protection Agency standards for germicidal disinfectants must be adhered to.

1.10.5 All chemical containers must be properly labeled as required by OSHA Hazard Communications Standards for Labels and Pictograms (29 CFR 1910.1200).

1.11 STORAGE SPACE AND JANITOR'S CLOSETS

1.11.1 Contractor must use assigned space for the storage of bulk supplies and equipment and in compliance with the SDS storage requirements.

1.11.2 The Government is not responsible for damage, maintenance of, and/or loss to Contractor's stored supplies, materials, equipment, or the personal belongings of Contractor's employees.

1.11.3 Failure to keep the contractor's assigned space clean and in an orderly condition, may result in the withdrawal of the privilege of using them.

1.11.4 Dirty water and cleaning solutions must be disposed of in deep sinks or floor drains designated by the COR. Floors and fixtures in areas where water is obtained and disposed of must be kept clean, neat, sanitary, and odor-free.

1.12 PERIOD OF PERFORMANCE

1.12.1 The period of performance shall be for one (1) Base Period of twelve (12) months, and four (4) option periods of twelve (12) Months.

The Periods of Performance read as follows:

Base Period:	09/01/2026- 07/31/2027
Option Year One:	09/01/2027- 07/31/2028
Option Year Two:	09/01/2028- 07/31/2029
Option Year Three:	09/01/2029- 07/31/2030
Option Year Four:	09/01/2030- 08/31/2031

1.13 WAGE DETERMINATION

In the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2015-4285, Revision Number 35, Dated 05/13/2026. Refer to Attachment B.

1.14 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS

- 1.14.1 The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.2. The CO and/or COR shall meet periodically with the Contractor to review the Contractor's performance.

1.15 HSPD-12 REQUIREMENTS

- 1.15.1 Performance of this contract requires contractor personnel to have a Federal government-issued Personal Identity Verification (PIV) credential before being allowed unsupervised access to a DOI [facility and/or information system]. The Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) will be the requesting official, and will make arrangements through a DOI Access Card Sponsor for personal identity verification and DOI Access Card issuance.

The Contractor must identify all contractor and subcontractor personnel who will require [physical and/or logical] access for performance of work under this contract. *Physical Access* means routine, unescorted or unmonitored access to nonpublic areas of a federally-controlled facility. *Logical Access* means routine, unsupervised access to a Level 3 or 4 federally-controlled information system. The Contractor must make their personnel available at the place and time specified by the COR/COTR or DOI Access Card Sponsor in order to initiate screening and background investigations. The following forms and inquiries, or their equivalent, will be used to initiate the credentialing process:

- OPM Standard Form 85 or 85P
- OF 306
- National Criminal History Check (NCHC) (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the contractor)
- Release to Obtain Credit Information
- PIV card application (web-based)

Before starting work under this contract, a National Criminal History Check (NCHC) will be initiated to verify the identity of the individual applying for clearance and to determine the individual's suitability for the position. If the NCHC adjudication is favorable, a DOI Access Card will be issued for that individual. If the adjudication is unfavorable, the credentials will not be issued and the contractor must make other arrangements for performance of the work. In the event of a disagreement between the Contractor and the Government concerning the suitability of an individual to perform work under this contract, DOI shall have the right of final determination.

Contractor employees must give, and authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure

to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the contractor personnel being screened or investigated in person, by telephone or in writing, and the Contractor must ensure they are available for such contact.

Alternatively, if an individual has already been credentialed by another agency through OPM, and that credential has not yet expired, further investigation may not be necessary. In that case, the contractor must provide the COR/COTR with documentation that supports the individual's credentialed status.

Contractor employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center. Those Contractor employees not located within a reasonable travel time of a USAccess Credentialing Center will be screened and issued alternate credentials, such as temporary access badges.

During performance of the contract, the Contractor must keep the COR/COTR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the COR/COTR and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it must be coordinated through the COR/COTR.

At the end of contract performance, or when a contractor employee is no longer working under this contract, the Contractor must ensure that all identification cards are returned to the COR/COTR.

This requirement must be incorporated into any subcontracts that require subcontractor personnel to have routine unsupervised access to a federally-controlled facility for more than 180 calendar days or any unsupervised access to a federally-controlled Level 3 or 4 information system.

Within five calendar days of contract award and a new employee being selected for work on this contract, IR1 form and instructions will be provided after contract award. If individual has previously had a background and can provide their EQIP #, it may be possible to receive a reciprocal background check without re-doing the paperwork. Any employee who does not clear background checks will not be permitted to enter facilities beyond the access of the public during normal working hours. The Contractor shall ensure that all security/entrance clearances are obtained.

Excessive personnel turnover means more than 3 occurrences within a 12-month performance period, beyond the first year. No more than three background investigations will be conducted within a 12-month period at the Governments expense. Additional background investigations, if necessary, will be at the contractor's expense, and will be deducted from final invoice of the current line-item period of performance.

1.16 SECURITY REQUIREMENTS: FACILITY ACCESS AND INFORMATION TECHNOLOGY (AUGUST 2016)

(a) All Contractor employees must have an "Enter on Duty" (EOD) approval issued by the Bureau

Personnel Security Office (PSO) before they begin performing work on any Bureau contract. The Contractor must ensure that all employees requesting an EOD are citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation and the employee must have resided in the United States for a minimum of 3 years. The EOD may be issued in advance of a completed Background Investigation and may be rescinded by the PSO at any time. However, all contractors who require network access are required to complete the identity proofing process, and must be able to obtain a successfully adjudicated National Criminal History Check (NCHC) and National Agency Check with Inquiries (NACI) or higher to stay on the contract.

- (b) Starting Work - Contractor employees with an approved EOD may begin performing unsupervised work on Bureau contracts. To remain on the contract, the Contractor employees will need a completed favorable Background Investigation.
- (c) Rescission of EOD - The PSO may rescind the EOD at any time. This may occur as the result of additional information obtained or the final results of the background investigation.
- (d) Background Investigation - Contractor employees who will have unsupervised access to Bureau facilities, access to the Department of the Interior (DOI) information technology (IT) systems or DOI data, or will develop custom applications, must have a favorably adjudicated background investigation from the Office of Personnel Management (OPM). Existing clearances at the same or higher level are acceptable upon the PSO's review and approval. If the employee does not already have a complete investigation, they must apply for one. The employee may begin work with an EOD, but must receive a favorable background investigation to continue working on the contract. The background investigation includes obtaining fingerprints through a USAccess Credentialing Center for an FBI criminal history and a credit report. Once the investigation has been scheduled by OPM, the Bureau will receive advance reports. If those reports are favorable, the Bureau PSO will issue the EOD. The type of background investigation required is based on the risk/sensitivity level designation. Citizenship requirements and guidance for determining the appropriate type of background investigation required for the designated risk/sensitivity level are contained in DOI Departmental Manual (DM) Part 441. The DM is available on the Internet at http://elips.doi.gov/app_home/index.cfm?fuseaction=home.
- (e) Electronic Questionnaire for Investigations Processing (e-QIP) – The Bureau uses the e-QIP for all background investigations or reinvestigations. To initiate an investigation, the Contractor, in collaboration with the COR, will complete an e-QIP Request Form. This request form is available through the COR. The COR will submit the completed request form to the Bureau PSO. The PSO will enter the information into e-QIP to either establish a new applicant profile or determine if an existing investigation that meets Bureau requirements is on file. The PSO will then contact the applicant to provide additional information and instructions. Generally, the Contractor is required to complete the following forms:
 - e-QIP application (on-line)
 - Fair Credit Release
 - OF-306
 - Fingerprints via USAccess Credentialing Centers

The Contractor shall complete the required background investigation forms and submit them to the PSO. The PSO shall determine if individuals meet the required background

investigation standards and citizenship requirements, and then make a suitability determination. Minimum standards used in suitability determinations are contained in the DOI Departmental Manual Part 441. The Government will pay for any background investigations required for contractor employees. If the Contractor employee's background investigation is returned as unfavorable, the Government reserves the right to request reimbursement of the actual costs for the investigation from the Contractor.

- (f) Reinvestigation - Contractor employees occupying high risk public trust positions must be reinvestigated every 5 years. A reinvestigation may be initiated prior to the normal periodic reinvestigation schedule when an individual's continued ability to meet the minimum background investigation standards is in question. The electronic fingerprints on file in the USAccess system will be electronically submitted to OPM for the reinvestigation. The PSO shall review the records and documentation and make the suitability determination.
- (g) Disputes - In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government has the right of final determination. Determinations under this requirement are subject to the Disputes Clause, FAR 52.233-1. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.
- (h) Physical Security Requirements - DOI Access Cards.
 - (1) Contractor employees must have a DOI Access Card before being given unsupervised access to a Government facility.
 - (2) To gain unsupervised access to Government facilities, Contractor employees must present their DOI Access Card for examination by the security guard or electronically authenticate their DOI Access Card, as required. Contractor employees must keep their DOI Access Card in a shielded card holder, and visually display the card at all times while in the facility. Refusal or repeated neglect to display the DOI Access Card may result in limiting Contractor employee's access to Government facilities or revoking of authorized access.
 - (3) When a Contractor employee is no longer working under this award, the Contractor is responsible for returning all DOI Access Cards, keys, and other Government property issued to that employee. The Contractor shall coordinate all returns with the COR. The COR is responsible for ensuring the Contractor complies with these requirements. However, failure by the Contractor to comply with these requirements may result in the Contractor's liability for all costs associated with correcting any resultant breach in building security.
- (i) Issuance & Maintenance - DOI Access Cards
 - (1) Process: To obtain a DOI Access Card the COR will use the online DOIAccess System to initiate the access request. Contractor employees will receive email notifications to enroll at a USAccess Credentialing Center with two forms of identification, and after adjudication, a second email notification to pick up and activate their DOI Access Card. The Contractor employee shall schedule an enrollment appointment at a USAccess center at least two weeks prior to the targeted EOD.
 - (2) Contractor Responsibilities: Contractor employees must complete actions in a timely manner to prepare for on-boarding and access to DOI network resources. The Contractor shall allow their personnel sufficient time to schedule and attend an enrollment appointment at the USAccess center prior to the contract start date. If the Contractor employee's DOI Access Card becomes lost or stolen, the contractor employee shall notify the COR

immediately to request a new DOI Access Card.

(3) COR Responsibilities: The COR (or designated individual) and Contractor shall maintain a listing of all Contractor employees who received a DOI Access Card, the date the card was issued, the date the electronic certificates expire (3 years from issue date), and the date the DOI Access Card expires (5 years from issue date). If the Contractor employee's DOI Access Card or certificates will expire before the contract is completed, the COR (or designated individual) and Contractor is responsible for ensuring that the Contractor employee visits a USAccess center to update certificates on the existing card or obtain a new DOI Access Card. No later than one week prior to the DOI Access Card's certificate or card expiration, the COR (or designated individual) shall notify the Contractor that DOI Access Card actions are required. The COR (or designated individual) and the Contractor shall update their listing to reflect the new issue date, certificate expiration date and card expiration date.

(j) Information Technology Security Requirements.

(1) Training – If contractor employees require access to any DOI/IT systems, the Contractor shall ensure its employees complete all Bureau/DOI required IT security training. The Contractor's employees shall complete this training before being granted access to Bureau/DOI data or being issued network access. The current training requirements are: (i) annual end-user IT Security Awareness, (ii) annual IT Resources Rules of Behavior, and (iii) annual Role-Based Security training for IT professionals. The Contractor shall comply with all Bureau/DOI IT security training requirements in effect during contract performance. The COR will notify the Contractor of all Bureau mandatory IT training. The Contractor shall submit training completion certificates to the COR for all required training. Failure to meet this training requirement may result in removal of the contractor employee from the contract. The Bureau will determine if the contractor can later return to the contract.

(2) Access to Contractor's Facilities for IT audit purposes - The Contractor shall afford Bureau and the Department of the Interior Office of Inspector General access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit that will safeguard against threats and hazards to the integrity, availability, and confidentiality of Government data or to the function of computer systems operated on behalf of the Government and to preserve evidence of computer crime. If the Contractor questions the Government employee's right to access its facilities, it should contact the CO for resolution.

(3) Contractor Location - Custom software development and outsourced operations shall be located in the United States to the maximum extent practical. If such services are proposed to be performed abroad, the Contractor shall provide an acceptable security plan that addresses the mitigation of problems related to communication, control, and protecting the confidentiality, integrity, and availability of IT systems and information.

(4) Applicable Standards - The Contractor shall follow all applicable Federal, DOI, and Bureau Bulletins, Directives, Guidelines, Manuals, Processing Standards, Memoranda, Policies and Standards; applicable OMB Memoranda; and all current National Institute of Standards & Technology (NIST) Special Publications. To comply with Federal Acquisition Regulation Subpart 39.101(d), contractors shall use the common security configurations available from the NIST website at <http://checklists.nist.gov>. NIST documents are available on the internet at <http://csrc.nist.gov/publications/PubsSPs.html>. OMB memoranda are available on the

internet at <http://www.whitehouse.gov/omb/memoranda/>. The Contractor shall request copies of DOI and Bureau documents by contacting the COR.

(5) Incident Reporting - The Contractor shall immediately report computer security incidents affecting Bureau/DOI data and systems in accordance with the Bureau Computer Incident Response policy. The Contractor shall request copies of the Bureau Computer Incident Response policy by contacting the COR.

(6) Assessment and Authorization (A&A) and Continuous Monitoring.— The Contractor shall comply with Bureau policy when developing, upgrading, modifying or supporting applications and/or systems that require A&A and Continuous Monitoring. The Contractor shall request copies of Bureau A&A policy by contacting the COR. The A&A requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(k) Documentation - The Contractor shall document all work performed and ensure that the appropriate Assessment and Authorization (A&A) documents are updated to reflect the work performed and the current state of Bureau systems and networks. The Documentation requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(l) Personnel Changes, Contractor Request - The Contractor shall immediately notify the COR and PSO when an employee is reassigned or leaves the Contractor's employment and prior to any termination. The Contractor must adhere to the Bureau or Office's mandatory exit clearance procedure. Once the COR has been notified that a Contractor employee is leaving the contract, the COR will initiate the exit clearance process in the DOI Access System and forward to the Contractor the necessary instructions and form required to be completed prior to the contractor's employee's departure. This form must be completed by the Contractor's employee and signed by both the Contractor's employee and the COR and then forwarded to the bureau/office specific program responsible for employee, volunteer, and contractor departures.

(m) Personnel Removal, Government Request - The Government retains the right to direct the Contractor to remove any prime or subcontractor personnel, regardless of prior clearance or background investigation adjudication status, whose actions, while assigned to this contract, clearly conflict with the security interests of the Government. The justification for the Government's direction to remove Contractor personnel will be documented and provided to the Contractor by the CO.

(n) Subcontract Inclusion - The requirements of this clause must be incorporated into any subcontract if the subcontractor's employee must have access to Bureau facilities.

End of clause

1.17 KEY CONTROL

No Keys or security access codes will be issued until contractor's employee complete and pass the government sponsored background investigation. If the Contractor is provided with keys or a door access code to allow access to buildings and rooms requiring cleaning, they shall ensure they are not lost or misplaced and are not used by unauthorized personnel. The Contractor shall not duplicate keys. All keys that are provided to the Contractor will require a logged entry, signed signature, and date. Keys shall be retained in possession of the janitorial staff while performing services and returned to the COR prior to contract end date. All keys lost by Contractor's

personnel shall be reported to the COR immediately and shall be replaced at the Contractor's expense this includes costs associated with re-keying of facility if justified.

1.18 ACCIDENTS

1.18.1 Report any accident within 24 hours from occurrence to the COR.

1.19 FIRE PROTECTION AND PREVENTION

1.19.1 All sweeping compounds, dust cloths and mop treating materials, floor oils and floor treatment materials (exclusive of waxes) shall be products which are free of any spontaneous heating capability. Listings of these products as free of this capability by the Underwriters' Laboratory Inc. or other qualified nationally recognized testing organization shall be considered as meeting these requirements. The Contractor shall not store combustible supplies including rags, paper, and other like items near possible sources of combustion such as steam pipes, high wattage lamp bulbs, and other like items.

2 DEFINITIONS

2.1 TERMINOLOGY

- 2.1.1 Acceptable Quality Level (AQL) – The number of defects, the maximum percentage of defective work, or the maximum number of defects per hundred units that will be allowed before work is considered unsatisfactory. AQL does not imply that the contractor may knowingly perform in an unsatisfactory way. It means that the Government recognized that unsatisfactory performance might occur unintentionally. When defects in performance do not exceed the AQL, the service will not be subject to payment reduction by the Government. The contractor, however, must perform all unsatisfactory work again unless excused by the COR.
- 2.1.2 Area. An area is the space to receive services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, lobbies, offices, entrances, and elevator.
- 2.1.3 Clean - The process of physically removing dirt, grime and organic matter from surfaces using soap or detergents and water.
- 2.1.4 Contracting Officer (CO). The appointed Government employee with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.
- 2.1.5 Contracting Officer Representative (COR). The Government personnel designated by the Contracting Officer to provide support of the Contract. Such appointment must be in writing and must state the scope of authority and limitations. This individual may have authority to provide technical direction to the Contractor as long as that direction is within the scope of the Contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the Contract.
- 2.1.6 Contractor. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor must ensure their subcontractors comply with the provisions of this Contract.
- 2.1.7 Contract Discrepancy Report (CDR). A written report and/or communications issued by the COR to the Contractor when performance is unsatisfactory. The Contract Discrepancy Report requires the

Contractor to explain, in writing, why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how reoccurrence of the problem will be prevented in the future.

- 2.1.8 Debris. Debris includes, but is not limited to unwanted paper, cans, bottles, limbs, pine straw, pinecones, leaves, rocks, and other similar items.
- 2.1.9 Deliverable. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.
- 2.1.10 Disinfect – The process of killing viruses and bacteria on surfaces using chemicals after cleaning the surface and inactivates 99.999% of germs on hard surfaces or objects when used according to manufacturer's specifications.
- 2.1.11 Environmental Protection Agency (EPA). The Federal agency delegated with authority to enforce the Federal laws which are concerned with pollution of the environment.
- 2.1.12 Frequency of Service
 - 2.1.12.1 Biannual. Services performed twice during the 12-month period of the contract. These services are to be conducted in accordance with the specified schedule unless change is scheduled in writing.
 - 2.1.12.2 Bi-Weekly. Services performed up to 26 times during each 12-month period of the contract.
 - 2.1.12.3 Daily. Services performed each day in accordance with the Statement of Work.
 - 2.1.12.4 Weekly. Services to be performed in intervals in accordance with the Statement of Work.
- 2.1.13 Moveable Item. Items that are fifty (50) pounds or less such as chairs, trash receptacles, and any easily movable item.
- 2.1.14 Non-Personal Services. The person rendering services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non-personal service contracts are authorized by the Government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.
- 2.1.15 On-Site Supervisor. Contract Employee responsible for the performance of work and the point of contact for the CO/COR.
- 2.1.16 Performance Requirements Summary (PRS). A listing of the performance requirements under the contract which will be evaluated by the Government on a regular basis. Performance indicators, performance standards, and surveillance methods will be used to determine if performance standards are met.
- 2.1.17 Performance Standard. The Contractor's performance level required by the Government.
- 2.1.18 Quality Assurance Program. A program implemented by the Government to provide some measure and control over the quality of services received. It is emphasized that the Government's quality assurance program is not a substitute for the quality control program implemented and administered by the Contractor.
- 2.1.19 Quality Assurance Evaluator (QAE). The Government employee responsible for the daily monitoring of Contractor performance.
- 2.1.20 Quality Control (QC). A method used by the Contractor to control the quality of goods and/or services provided.

- 2.1.21 Quality Control Manager – Contract Employee to monitor the quality of the services provided.
- 2.1.22 Random Sampling. A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.
- 2.1.23 Sanitize – The process of reducing the number of bacteria on surfaces using chemicals. Sanitizing is not intended to kill viruses and is conducted after cleaning the surface. Sanitizers are registered for use on bacteria.
- 2.1.24 Space. An area to receive custodial services, which may or may not be considered a room by common definition. Examples of space are definable sections of hallways, stairwells, lobbies, offices, entrances and elevators.
- 2.1.25 Terminology of the Type of Cleaning – The following is a list of terminology that explains the type of cleaning required under this contract.
 - 2.1.25.1 Physically Clean – The area or surface shall be free from apparent dust and dirt.
 - 2.1.25.2 Chemically Clean – Area shall be free from harmful chemicals on the surfaces and in the surrounding air.
 - 2.1.25.3 Bacteriologically Clean - Area shall be cleaned so as to be free from any harmful bacteria that may cause disease or infection.
 - 2.1.25.4 Entomologically Clean - Area shall be free from harmful insects and pests.
 - 2.1.25.5 Osmologically Clean – Area shall be free from any organic or inorganic mater that may emit an odor.

3 TASK DESCRIPTIONS

3.1 WASTE/RECYCLE RECEPTACLES

- 3.1.1 All waste and recycle bins must be emptied, free from odors, foreign matter, dry, and plastic liners replaced. Any plastic liner with food waste or that is soiled, or leaking must be replaced with a new plastic liner. Waste bins must be cleaned inside and outside as needed. Boxes, cans, bottles, and other items placed adjacent to waste bins and marked “trash” must also be removed and placed in an appropriate recycle or waste dumpster outside.
- 3.1.1 All waste collected must be disposed of in the nearest outside trash dumpster. Waste that falls on the floor and outside grounds during the waste removal must be picked up. The Contractor must dispose of trash secured in plastic bags. Collected trash must be deposited in the approved trash collection containers. The Contractor must collect all packing materials and empty shipping containers and place in a designated receptacle.
- 3.1.2 The Contractor must empty the paper shredder receptacle, vacuum, and dust the paper shaft and exposed surfaces, replace the shredder bag, and dispose of all recycled items in appropriate collection containers.
- 3.1.3 Trash must not be allowed to remain in the building overnight unless otherwise specified.
- 3.1.4 Standard: A properly cleaned waste or recycle receptacle and plastic liner are free of all waste residues and odors.

3.2 POLICING GROUNDS

- 3.2.1 Entryways, exterior stairwells, parking garages/lots, walkways, sidewalks, driveways, outdoor furniture, and grounds will be serviced by picking up or sweeping trash and emptying trash containers outside the building (including bottles, cans, newspapers, cigarette butts, pieces of wood and similar material).

3.3 SMOKING RECEPTACLES

- 3.3.1 Empty all smoking receptacles into a metal container or other nonflammable-type container. Smoking receptacles must be cleaned to remove all stains and deposits. The areas immediately surrounding such smoking receptacles and adjacent building entrances are to be free of cigarette butts and other debris.

3.4 SURFACE DUSTING AND CLEANING

- 3.4.1 Building surfaces discovered with evident staining or damage must be reported to the COR for further action. Dust and clean all horizontal and vertical surfaces including, but not limited to televisions, monitors, cabinets, tables, chairs, counters, bookcases, closets, shelves, radiators, HVAC air registers, air grilles and diffusers, windowsills, doorsills, baseboards, banisters, non-operational consoles and workstations, and wall-mounted fixtures. Clean and remove all spots, stains, smudges, fingerprints, marks, and other streaks. Clean tables and non-fabric chairs, modular partitions and furniture, ledges, windowsills, handrails, doorframes, doors, and walls. All fabric covered walls are to be cleaned as needed using manufacturer's recommended techniques.
- 3.4.2 Dust must not be moved from spot to spot but removed directly from the areas in which it lies by the most effective means. The following conditions must exist after the completion of each dusting task: (a) there must be no dust streaks, (b) corners, crevices, molding, and ledges must be free of all dust, (c) there must be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Surfaces must be free of all dust, lint, and litter.
- 3.4.3 Clean the high touch surfaces to include but not limited to the following:
 - 3.4.3.1 Common Area doorknobs/handles/pulls/push plates/light switches/dispensers
 - 3.4.3.2 Common Area tabletops and countertops
 - 3.4.3.3 Common use phones
 - 3.4.3.4 Common use non-operational computer workstations
 - 3.4.3.5 Handrails
- 3.4.4 All furniture with fabric parts must be vacuumed. Fabric must be spot cleaned as necessary with a solution that will not damage the fabric. A suitable cleaner and polish will be used for metal, wood, and leather furniture. Hard surface furniture must be waxed and polished, as appropriate.
- 3.4.5 Clean high surface items above 7'0" by removing all dust, cobwebs, lint, litter, and debris. Items to be cleaned include, but are not limited to, all horizontal surfaces, ceiling fans, HVAC air registers, light fixtures, air grilles and diffusers, and ceilings. Ceilings and wall surfaces must be spot cleaned as needed to remove dirt, dust, and debris. Dust must not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means. When cleaning, debris must not be allowed to fall from high areas onto furniture and equipment below.
- 3.4.6 Standard: A properly cleaned and dusted surface is free of all spots, stains, fingerprints, smudges, dust, lint, and cobwebs.

3.5 WINDOWS AND WINDOW COVERINGS

- 3.5.1 Clean all interior windows, including all windowsills and adjacent trim on all floors. Window frames, casings, sills, and glass must be free of all traces of fingerprints, smudges, streaks, smears, film, dirt, water deposits, and other foreign matters.
- 3.5.2 Clean Window Blinds/Shades/Drapery. Blinds and shades must be cleaned to remove soil and dust, using a commercially approved cleaner. Blinds and shades must be free of streaks and smudges. Blinds/Shades must not be removed from window facing. Vacuum drapes using an industrial-type vacuum with appropriate tool attached for vacuuming. Report draperies requiring dry cleaning to the COR.
- 3.5.3 Standard: A properly cleaned window, windowsill and trim is free of all fingerprints, smudges, streaks, and foreign matter. A properly cleaned window covering is free of all streaks, stains, spots, deposits, and odors.

3.6 CARPETED FLOORS, TILES, RUGS, AND MATS

- 3.6.1 All tears, burns, raveling, displaced tiles, or otherwise damaged areas must be reported to the COR. After receiving confirmation from the Agency that cleaning will not further damage the carpet or underlying floor, the COR will approve cleaning the area.
- 3.6.2 Vacuum rugs, mats, and carpeting with an industrial-type vacuum or central vacuum system, if applicable, and inspect for soiled areas. All vacuum bags and filters will be changed as needed. Prior to vacuuming, sweep all edges not reached by a vacuum and remove all easily moveable furniture to allow for cleaning. All moved furniture and equipment must be returned to their original positions. Carpeted areas, rugs and mats must be vacuumed free of all loose soil and debris. If soiled spots are present, remove with an appropriate industrial grade spot-removing solution according to the manufacturer's recommended technique.
- 3.6.3 Prior to shampooing/steam cleaning, all moveable furniture or equipment must be moved to maintain floors underneath. Rugs, mats, and carpets must be vacuumed. Properly mark designated areas as "closed" and display approved signage for wet floors until areas are thoroughly dried. All floor surfaces must be maintained to protect against slips and falls. Rugs, mats, and carpets must be shampooed/steamed free of streaks, stains, and spots, and have a uniform appearance using water extraction methods. Shampooing/steam cleaning must be done according to the manufacturer's recommended technique. Thoroughly dry the area then replace all furniture and equipment to their original positions.
- 3.6.4 Standard: A properly spot-cleaned, vacuumed, and shampooed/steam cleaned rug, mat, or carpet is free of all stains, dirt, debris, matted areas, cleaning marks, and has a uniform appearance.

3.7 UNCARPETED FLOORS

- 3.7.1 All damaged flooring areas must be reported to the COR. After receiving confirmation from the Agency that cleaning will not further damage the flooring or underlying material, the COR will approve cleaning the area.
- 3.7.2 Properly mark designated areas as "closed" and display approved signage for wet floors. All floor surfaces must be maintained to protect against slips and falls. Prior to sweeping, mopping, waxing, and buffing, remove all easily moveable furniture to allow for cleaning. All moved furniture and equipment must be returned to their original positions.

- 3.7.3 Concrete/quarry tile, terrazzo, metal, wood, and resilient flooring must be swept, dust mopped or vacuumed to remove all loose dirt, dust, and debris then mopped with a disinfectant. Remove all spots, stains, marks, and streaks with an appropriate cleansing agent from floors, baseboards, and doorjamb.
- 3.7.4 Clean/Strip/Wax/Buff floors. Prior to stripping, waxing, and buffing, floors must be cleaned. Remove all easily moveable furniture to allow for cleaning. Prior to waxing, flooring must be mopped and stripped to remove all built-up wax and embedded dirt. Floors must be cleaned and buffed to remove traffic marks, heavy soil, etc. The material used for cleaning and buffing must contain a blend of detergents and polymers to emulsify surface soil and repair traffic areas. If loose residue is produced by buffing, it must be removed in a manner that must leave the floor clean without destroying the high gloss produced by buffing.
- 3.7.5 Standard: A properly mopped and cleaned floor is free of all deposits, stains, streaks, film, and brush marks. A waxed and buffed floor must have a uniform, high gloss finish, free of scuffs and heel marks. The floor finish must be uniform from wall to wall, including corners.

3.8 STAIRWELLS/ELEVATORS

- 3.8.1 All floor surfaces must be cleaned in accordance with their flooring type. Do not use wax on rubber stair treads. Dust and clean all horizontal surfaces, handrails, cove base, baseboards, stair guards, wall caps, light fixtures, walls, and buttons. Clean all handrails and elevator/handicap lift touch points.
- 3.8.2 Elevator cleaning. Clean all walls and doors ensuring removal of all marks, dirt, smudges, scuffs, and other foreign matter.
- 3.8.3 Stairwell cleaning. The Contractor must remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls, up to 72 inches height from stair tread level, to provide or maintain a clean, uniform appearance. Stairwells must not be used for storage.
- 3.8.4 Standard: A properly cleaned stairwell and elevator is free of all debris, swept, dusted, and all surfaces are free of spots, stains, dust, lint, bugs, and cobwebs.

3.9 RESTROOMS

- 3.9.1 Bathroom surfaces with evident mold, staining, or damage must not be disturbed and immediately reported to the COR for further action. All surfaces of sinks, mirrors, toilets, urinals, dispensers, plumbing fixtures, partitions, doors, stalls, stall doors, entry doors (including handle, kick plates, ventilation grates, metal guards), walls, and other such surfaces must be cleaned and disinfected using an approved cleaning product. Grout must be cleaned. Proper signage must be placed at the entrance of any restroom closed for cleaning.
- 3.9.2 Brushes, sponges, mop heads, cloths, water, and buckets that have been used to clean toilets, urinals, and floors must not be used to clean any other facility surfaces. Mops and cleaning rags shall be cleaned and sanitized before and after each day of use.
- 3.9.3 All floors must be swept, cleaned, and disinfected. Moveable items must be moved to clean underneath.

- 3.9.4 Restroom supply dispensers including but not limited to, paper towels, urinal deodorizers, toilet tissue, hand soap, and disposable seat covers must be replenished. The Contractor must stock restrooms with sufficient supplies to ensure that the supplies last until the next scheduled service. Supplies must be stored in areas designated by the COR and accessible by the Agency.
- 3.9.5 The Contractor, with proper training in blood borne pathogens, shall wear disposable gloves to empty, clean, and disinfect all sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags.
- 3.9.6 Standard: A properly cleaned restroom must have a clean scent or be odor free. Toilets, urinals, and walls must be free of spots, water spots, scale buildup, odors, and any other deposits. Mirrors must be clean and have no streaks or other removable matter. Partitions must be smudge and stain free. Vents must be clean. Restroom sinks, countertops, and fixtures must be free from water and scale deposits, soil, streaks, and other removable matter. Grout on the wall and floor tiles must be free of dirt, scum, mildew, and residue.

3.10 DRINKING FOUNTAINS

- 3.10.1 The Contractor must use clean rags to clean and disinfect all facility porcelain and polished metal surfaces, including the orifices and drain, and exterior surfaces of fountains and bottle fill stations. Cleaning rags shall be cleaned and sanitized before and after each day of use.
- 3.10.2 Standard: Drinking fountains and bottle fill stations must be clean and free of streaks, stains, spots, smudges, scale, and other obvious soil.

3.11 KITCHEN AREAS & BREAKROOMS

- 3.11.1 Cleaning supplies used on food preparation/consumption areas must not be used to clean any other facility surfaces to avoid cross-contamination. Mops and cleaning rags shall be cleaned and sanitized before and after each day of use.
- 3.11.2 Clean exterior of all appliances. Clean refrigerator interior, excluding attached freezer, at intervals specified by COR. Clean interior of microwave oven, range hood, and oven to remove soil, grease, and food particles. Stainless steel appliances must be polished. Queue lines, counters, sinks, tables, chairs, backsplashes, and fixtures must be cleaned to remove streaks, stains, smudges, and other obvious soils.
- 3.11.3 Supply dispensers including but not limited to soap dispensers, paper towels, and other dispensers must be replenished. The Contractor must stock areas with sufficient supplies to ensure that the supplies last until the next scheduled service. Supplies must be stored in areas designated by the COR and accessible by the Agency. The Contractor, with proper training in blood borne pathogens, shall wear disposable gloves to empty, clean, and disinfect all sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags.
- 3.11.4 Standard: A properly cleaned surface is free of all spots, stains, and streaks. Properly cleaned refrigerators are free of odor, spilled foods, crumbs, streaks, stains, and films.

4 SERVICE LEVELS AND FREQUENCIES

The following Service Level/Frequency table establishes the minimum required custodial service frequencies for Harpers Ferry Center facilities. Frequencies are based on standard NPS custodial service classes and may be adjusted by the COR to meet operational needs.

4.1 DAILY (EXCLUDING STEPHAN T. MATHER AND BOMB SHELTER BUILDINGS), the contractor shall:

- Physically, Chemically and Bacteriologically Clean: Clean and disinfect restrooms; including all handles, counters, and floors
- Stock supplies
- Bacteriologically Clean: Wipe/disinfect all interior and exterior building door handles.
- Physically and Bacteriologically Clean: Clean water fountains.
- Physically Clean: Sweep/vacuum, clean cobwebs, and wipe all railings in stairs and landings.
- Physically Clean: Vacuum, dust, and clean cobwebs in interior entrances, lobby, and hallways including floor mats.
- Physically and Bacteriologically Clean: Wipe/disinfect elevator buttons and all handicap push door openers.
- Physically and Bacteriologically Clean: Clean/disinfect all sinks, tables, countertops, and wipe exterior of all appliances.
- Physically and Entomologically Clean: Check all pest traps, dispose of as needed and replace.
- Empty communal trash and recycling bins and wipe (This shall be done after 2PM).
- Check office trash bins and empty as needed (if trash cans are full or contain food) out of offices, labs, and workrooms.
- Stock dish soap and paper towels in kitchens, kitchenettes, and lunchrooms.

4.2 FOR STEPHAN T. MATHER AND BOMB SHELTER BUILDINGS

Twice a week, the contractor shall:

- Physically, Chemically and Bacteriologically Clean: Clean and disinfect restrooms; including all handles, counters, and floors
- Stock supplies
- Bacteriologically Clean: Wipe/disinfect all interior and exterior building door handles.
- Physically and Bacteriologically Clean: Clean water fountains.
- Physically Clean: Sweep/vacuum, clean cobwebs, and wipe all railings in stairs and landings.
- Physically Clean: Vacuum, dust, and clean cobwebs in interior entrances, lobby, and hallways including floor mats.
- Physically and Bacteriologically Clean: Wipe/disinfect elevator buttons and all handicap push door openers.
- Physically and Bacteriologically Clean: Clean/disinfect all sinks, tables, countertops, and wipe exterior of all appliances.
- Physically and Entomologically Clean: Check all pest traps, dispose of as needed and replace.
- Empty communal trash and recycling bins and wipe (This shall be done after 2PM).
- Check office trash bins and empty as needed (if trash cans are full or contain food) out of offices, labs, and workrooms.
- Stock dish soap and paper towels in kitchens, kitchenettes, and lunchrooms.

4.3 FOR ALL BUILDINGS

Once a week, the contractor shall:

- Physically Clean: Vacuum offices and conference rooms
- Physically Clean: Dust/wipe down all conference room furniture.

- Physically Clean: Clean baseboards in all conference rooms.
- Physically Clean: Clean mirrors in restrooms.
- Physically and Bacteriologically Clean: Restroom stall doors and walls and baseboards.
- Physically Clean: Vacuum / mop all kitchenettes and lunchrooms.
- Physically Clean: Sweep or blow all patios and porches walkways, and exterior stairs, and empty ashtrays making sure that there is no chance for a fire to start (occurrence may change per seasonal).
- Physically Clean: Mop Stairways.
- Physically Clean: Dust cabinets and vacuum Willow Springs Front Office.
- Physically and Entomologically Clean: Clean all interior windowsills.
- Physically and Entomologically Clean: Dust/clean light fixtures.
- Check Paper Shredding Machine bins and empty as needed.

4.4 FOR ALL BUILDINGS

Twice a month, the contractor shall:

- Physically Clean: Vacuum, dust, and clean cobwebs in offices and conference rooms
- Physically Clean: Clean baseboards in hallways, offices and communal areas.
- Physically Clean: Vacuum elevator.

4.5 FOR ALL BUILDINGS

Once a month, the contractor shall:

- Physically Clean: Wipe down all doors and doorframes.
- Physically Clean: Clean interior glass in all buildings.
- Physically Clean: Vacuum elevator, wipe down elevator walls and doors.
- Physically Clean: Dust conference room Interpretive Display Systems with approved cleaner.
- Physically Clean: Clean all lab sinks at Willow Springs.
- Physically Clean: Wet mop Paper Lab and Woodshop at Willow Springs. (consult with conservators prior to mopping).
- Physically Clean: Vacuum all labs, studios, and workroom floors and mats at Willow Springs.
- Physically Clean: Detail vacuuming in labs, workrooms and offices: Custodial, Front Office, Textile Lab, Paper Lab, Book Lab, Wood Lab, Metals Office, Objects Lab, Collections Office, Collections Workroom, Registrar's Packing Room, Registrar's Workroom, Photo Studio, Registrar's Office, and Breakroom including windowsills, behind doors and in corners moving carts to access all areas of the floor at Willow Springs.
- Physically Clean: Mop floors in Bomb Shelter.
- Refill paper towels, hand and dish soap in labs at Willow Springs.

4.6 FOR ALL BUILDINGS

Once a quarter (every three months), the contractor shall:

- Clean or replace sink aerators.
- Physically Clean: Vacuum all blinds and shades.
- Physically Clean: Wet mop or top wash (buffing machine) all lunchrooms, hallways, labs, and workrooms at Willow Springs (must consult with objects conservator prior).
- Physically Clean: Sweep and Wet mop loading docks.
- Physically Clean: Vacuum spray booth in Willow Springs.
- Physically Clean: Wet mop supply/storage area in Willow Springs.
- Physically Clean: Clean and dust high areas, above 7 feet, to remove dust and cobwebs.

- Physically and Entomologically Clean: Clean inside and outside of lighting fixture diffusers or as needed. (As needed is defined as when there is visible dirt or bugs in diffuser. Frequency may be more often when bugs and dirt are visible).

4.7 FOR ALL BUILDINGS

Semi-annually (every six months), the contractor shall:

- Change urinal cartridges in IDC Men's bathrooms
- Physically Clean: Scrub grout in restrooms
- Clean inside of all refrigerators and ovens.

4.8 FOR ALL BUILDINGS

Annually, the contractor shall:

- Physically Clean: Shampoo all carpets.
- Physically Clean: Clean interior of window glass at Willow Springs.
- Physically Clean: Clean interior and exterior windows on IDC, LA, Bird Brady, and Stephan T. Mather.

4.9 FOR ALL BUILDINGS

The following additional requirements apply to all areas as appropriate

- A germicide cleaning solution shall be used for mopping restroom floors. Cleaning solution shall be changed after mopping each restroom.
- A germicide cleaning solution shall be used for cleaning/disinfecting all high touch objects. These objects include door handles, light switches, sinks, sink handles, faucets, toilet seats, toilet flush handles, restroom stall handles, elevator and door buttons, water fountains, handrails, telephones, chair handles, drawer handles, and countertops.
- The disinfectant/detergent used shall be a hospital grade germicidal (pseudomonicidal and staphylocidal), fungicidal and viricidal at the recommended use dilution. The manufacturer's labeled instructions for use dilution shall be followed. The disinfectant/detergent used shall be compatible in use with the microorganisms which may be prevalent in the local area.
- In the event of an outbreak of infectious disease, only germicides specifically designed and labeled shall be used to clean/disinfect areas affected by the outbreak (generally bleach based germicides).
- Bleach or bleach-based products shall only be used in these situations and shall not be used for routine daily cleaning/disinfecting.
- After cleaning using the appropriate method (vacuum, sweep, dust mop, damp mop, scrub, buff, etc.) all floors shall have a clean and uniform appearance free of streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or any other blemish.
- Carpet shampoo shall be used in accordance with manufacturer's recommendations. Carpet shampoo shall not be left to dry in fabric or carpets and shall be extracted with water after cleaning.
- All vacuum equipment (i.e. tank, hose and bag) shall be cleaned quarterly with disinfectant/detergent. Vacuum filters shall be cleaned quarterly at minimum or as per manufactures specifications.
- All cove base, trim, and furniture shall be free of cleaning product residue or buildup after the cleaning or waxing of any floor surface.
- Exterior walk off mats shall be cleaned and lifted daily; any soil or moisture underneath shall be removed. All mats will be returned to their original location.

- In the removal of trash, any obviously soiled or torn receptacle liners shall be replaced. At a minimum all liners shall be changed one time per week. The contractor is responsible for providing replacement receptacle liners.
- Tobacco product receptacles shall be emptied as to ensure there is no chance of starting a fire.
- The contractor shall be responsible for emptying the individual trash and recycling containers into proper receptacles located outside the IDC Loading Dock for Harpers Ferry buildings and in the dumpsters in the parking lot for Willow Springs.
- The contractor is responsible for handling/cleaning of furniture/equipment unless otherwise instructed by the COR or designee.
- Contractor personnel shall not use steel wool, abrasive metal cleaners, or any other cleaning materials or supplies which could cause damage to government property.
- At no time shall chairs, wastebaskets, brooms, mops, or any other items normally placed on the floor be placed on any surface of furniture or equipment.
- Trash collection containers shall be washed prior to storage.
- Supplies and equipment shall not be transported in trash barrels, mop buckets, etc. All materials not immediately used shall be properly stored.
- All trash collection containers shall be thoroughly cleaned and disinfected quarterly.
- When routine facility defects (dripping faucet, loose door, loose window frames, damaged walls or other items, etc.) are found, they shall be reported to the COR or representative. The contractor shall not fix facility defects.
- All areas are to be pre-inspected by the contractor and shall receive cleaning, in keeping with the Standard of Cleaning Guide established by the government.
- The contractor is responsible for moving and returning the furniture and equipment to its original configuration when cleaning around, under, or behind it.
- All tasks accomplished by the contractor personnel shall be done to preclude damage or disfigurement of furniture and building structure. The contractor shall correct any damage caused by their employees to any part of the building, furniture, or equipment or any area covered by this contract at the contractor's expense.

5 PERFORMANCE STANDARDS AND CORRECTION OF DEFICIENCIES

- 5.1 The Acceptable Quality Level (AQL) for all services is a 90% satisfaction rate, defined as no more than 10% of the items inspected being found deficient during any given month. When the Government identifies a performance deficiency, the Contractor shall be notified and shall have two (2) business days from the time of notification to correct the deficiency at no additional cost to the Government. See Attachment C – Performance Requirements Summary
- 5.2 Government Remedies: Failure to correct deficiencies within the specified 2 business days shall be documented and may result in contract non-compliance actions. The Government reserves the right to all remedies available under the terms and conditions of this contract, up to and including deductions in payment for non-performed or unsatisfactory services.

6 GOVERNMENT–FURNISHED PROPERTY

6.1 GENERAL

- 6.1.1 The Government will provide, without cost, the facilities, equipment, materials, and/or services listed below.

6.2 FACILITIES

- 6.2.1 The Government may furnish designated storage space for work related to this contract. The Contractor must not construct any new building facilities or structures on Government property nor make any structural changes without written approval of the COR. Structural repairs required during the term of the contract must be reported to the COR for appropriate action. The Contractor must reimburse the Government for repairs not attributable to fair wear and tear. The Contractor must vacate such building space and restore the premises to the conditions in which received at his/her expense, fair wear and tear excepted, by the time stated for contract completion.
- 6.2.2 The Government will provide all waste/recycle receptacles and dumpsters.

6.3 SERVICES

- 6.3.1 Utilities. The Government will furnish at no cost to the Contractor electrical power, sewer service, and water. These utilities are to be used only in the performance of this contract.

7 CONTRACTOR-FURNISHED ITEMS AND SERVICES

7.1 GENERAL

Except for those items or services specifically stated to be Government-furnished, the Contractor must furnish everything to execute the tasks as stated herein.

7.2 QUALITY STANDARDS OF EQUIPMENT

- 7.2.1 All equipment must have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. All equipment will be kept clean and in good working condition. All electrical equipment used by the Contractor must be Underwriter's Laboratories (UL) approved or equivalent. This equipment must operate using existing building circuits. The Contractor must utilize HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval Program.' Vacuums for carpeted floors must be of commercial quality. Provide the COR with a list of equipment to be used on site within 10 days of award.

7.3 SUPPLIES

- 7.3.1 The Contractor must furnish the following supplies. A list and samples of materials must be submitted to the COR for approval prior to use on site, and whenever a change occurs. Safety Data Sheets must be submitted in accordance with 1.9.4 above.
- 7.3.2 The Contractor must coordinate with the COR for any delivery of supplies and equipment.
- 7.3.3 Consumable Supplies, as applicable:
- Liquid hand soap for installed dispensers (When dispensers are not operational or supplied, liquid hand soap push/pump bottles.)

- Hand Sanitizer for installed dispensers (When dispensers are not operational or supplied, hand sanitizer push/pump bottles.)
- Paper Hand Towels to fit restrooms/breakrooms/kitchens dispensers
- Toilet Paper, 2-ply minimum, to fit existing dispensers
- Toilet Seat Covers, disposable, to fit existing dispensers
- Plastic Trash Can Liners/Bags (Suitable for the type of trash receptacle, of adequate quality to protect each trashcan)
- Air Fresheners and/or Deodorizer spray to fit existing restroom dispensers
- Deodorant for urinals/toilet bowls
- Dish Detergent and Dishwasher Detergent

7.3.4 Miscellaneous Contractor-Furnished Items including but not limited to:

- Mops/buckets/brooms/dust pans
- Vacuums, Buffers and other floor care equipment
- Cleaners
- *Disinfectants
- *Sanitizers
- Microfiber Rags
- Dust control rags
- Feather dusters
- Polishes
- Tile cleaner
- Floor wax
- Signs for wet floor
- Personal Protective Equipment

**The following link is for "Antimicrobial Products Registered with EPA for Claims against Common Pathogens" <https://www.epa.gov/pesticide-registration/selected-epa-registered-disinfectants>.*

7.4 CONTRACTOR DELIVERABLES

WS Reference / Deliverable Title	Frequency / Due Date	Medium/ Format	Submit To
1.3.1 - Contract Manager (Name & Contact Info)	Contractor is required to provide NLT 10 days after award.	Electronic/PDF	COR/CO
1.3.2 - Employee Roster & Security Information	Initial: Upon contract award. Ongoing: Updated within 2 business days of any change.	Electronic/PDF	COR/CO
1.4.1 - Quality Control Plan	Contractor is required to provide a plan NLT 10 days after award.	Electronic/PDF	COR/CO
1.4.1.1 - Work Scheduling Plan	Contractor is required to provide NLT 10 days after award.	Electronic/PDF	COR/CO
1.4.1.3 - Daily Task Checklist	Recurring: At the end of the day on the last workday of the week.	Electronic	COR/CO
1.4.2 – Inspection Reports	Contractor is required to provide NLT 10 days after award. Within 2 business days once an Inspection has been completed,	Electronic	COR/CO

1.9.4 – Safety Data Sheets (SDS)	Contractor is required to provide NLT 10 days after award. Updated within 2 business days of any change.	Electronic/PDF	COR/CO
5.1 – Equipment List	Contractor is required to provide NLT 10 days after award. Updated within 2 business days of any change.	Electronic/PDF	COR/CO
5.2 – Supply List & Samples	Contractor is required to provide NLT 10 days after award. Updated within 2 business days of any change.	Electronic/PDF	COR/CO
9.1 Proof of Insurance	One-Time: Prior to commencement of any work on-site.	Electronic	COR/CO

8 CONTRACTOR-FURNISHED ITEMS AND SERVICES

8.1 APPROVALS

All materials or methods not specified and which the Contractor proposes to use must be approved by the CO or designated COR. It is not intended to preclude the use of new, accepted, and approved products or methods.

8.2 INTERFERENCE WITH BUSINESS

The service must be performed in such a way that there will be no interruption to, or interference with, the normal operation of Government business on the premises.

8.3 OTHER CONTRACTS

The Government may undertake or award other contracts for additional work. The Contractor must fully cooperate with other Contractors and Government employees working in coordination with the COR. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Government employees.

8.4 CORRESPONDENCE

Proper routing and distribution of correspondence is required to ensure that the CO has knowledge of pertinent action taken relating to the contract. The Contractor must furnish to the CO copies of all written correspondence including transmittal letters to the COR.

9 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are incorporated into this order:

Attachment Number	Title	Date
A	Facilities Covered	06/25/2026
B	SCA- Wage Determination #2015-4285, Revision #35	05/13/2026
C	Performance Requirements Summary (PRS) – To be provided with the amendment to questions	TBD

D	Past Performance Questionnaire	06/25/2026
E	Cost Estimate Form	06/25/2026

10 INVOICING

DOI Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

NONE

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

11 INSURANCE REQUIREMENTS

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below:

- Commercial General Liability: \$1,000,000 per occurrence.
- Workers' Compensation and Employer's Liability: As required by federal and state law.
- Commercial Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- Proof of insurance shall be submitted to the COR prior to performance of any work on-site.

12 CONTRACT ADMINISTRATION

The National Park Service, Contract Specialist / Contracting Officer address is National Park Service, Harpers Ferry Center, Office of Acquisition Management, P.O. Box 50, 67 Mather Place, Harpers Ferry, West Virginia 25425-0050.

The contractor shall use the Contracting Officer as a point of contact on all business and administrative matters concerning this contract. ***All correspondence, other than that of a technical nature, shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the COR.***

The National Park Service, COR address is: National Park Service, Harpers Ferry Center, Attention: COR, P.O. Box 50, Harpers Ferry, West Virginia 25425-0050.

The contractor shall use the COR as the point of contact for all technical matters under the contract. ***Technical correspondence shall be addressed to the NPS COR, with an information copy of the basic correspondence to the Contracting Officer.***

13 DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum.

The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

End of clause

14 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM NOTICE TO CONTRACTORS

Contractor Performance Assessment Reporting System (December 2015)

- A. [FAR 42.1502](#) directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by [FAR 42.15](#).
- B. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- C. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
- D. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
- E. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.
 - a. Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.
 - b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
 - c. All information provided should be reviewed for accuracy prior to submission.
 - d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
 - e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

- f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
- F. The following guidelines apply concerning your use of the past performance evaluation:
- Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
 - Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- G. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
- H. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

End of Local Clause

15 CONTRACT CLAUSES

52.252-2	Clauses Incorporated by Reference	FEB 1998
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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 these address:

<https://www.acquisition.gov/browse/index/far>; <https://www.acquisition.gov/far-overhaul>

The following clauses are incorporated by reference:

CLAUSE NUMBER	NAME	DATE
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	PIV of Contractor Personnel	JAN 2011
52.204-13	System for Award Management-Maintenance	OCT 2018 Deviation MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2025
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015 Deviation MAY 2026
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-14	Limitations on Subcontracting	OCT 2022

52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor-Cooperation with Authorities and Remedies	JAN 2025 Deviation MAY 2026
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020 Deviation MAY 2026
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment	AUG 2018
52.222-50	Combating Trafficking in Persons	OCT 2025 Deviation MAY 2026
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022 Deviation MAY 2026
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022 Deviation MAY 2026
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.228-5	Insurance – Work on a Government	JAN 1997
52.232-33	Payment by Electronic Funds Transfer - System for Award Management.	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023 Deviation MAR 2026
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	SEP 2025
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.240-91	Security Prohibitions and Exclusions	NOV 2025 Deviation MAR 2026
52.245-1	Government Property	SEP 2021

52.212-4	Terms and Conditions-Commercial Products and Commercial Services	Nov 2023 Deviation Mar 2026
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(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

- (1) Notify the Contracting Officer in writing as soon as possible;

- (2) Remedy the delay as quickly as possible; and

- (3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

- (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

- (2) *Prompt payment*. The Government will make payment in accordance with the Prompt

Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest.*(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for

payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for

cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations*.

- (1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause

requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.219-28	Postaward Small Business Program Representation	Jan 2025 Deviation Jan 2026
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(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 (c) 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 a small business concern, a small disadvantaged business concern, or a joint venture that 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 (e) of this clause or, if applicable, paragraph (g) 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) 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>.

(d)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 \$22m for janitorial services under NAICS code 761520, 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.

(e)Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) 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 officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) 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 (e) or (g) of this clause.

(g)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 [] assigned to contract number [].
- (2)*[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(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)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: __.]
- (4)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: __.]
- (5)*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: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor 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 must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title. _____]

52.222-42	Statement of Equivalent Rates for Federal Hires	May 2014
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**This Statement is for Information Only:
It is not a Wage Determination**

Employee Class	Monetary Wage -- Fringe Benefits
WG 1-Janitor	\$19.71/hr-- \$5.55 fringe

52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	May 2024 Deviation Feb 2025
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As prescribed in 23.109(c)(2), insert the following clause:

(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 4270.2**).

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 available at <https://www.biopreferred.gov/resources/categories.html>; and

(2) For which USDA has provided purchasing recommendations (available at <https://www.biopreferred.gov>) or 7 CFR part 4270.

(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

52.223-23	Sustainable Products and Services	May 2024 Deviation May 2026
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(a) *Definitions.* As used in this Clause-Sustainable product means-

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products>, <https://www.energystar.gov/products?s=mega>, and <https://www.energy.gov/femp/low-standby-power-product-list>).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).

(b) *Requirements.* The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are-

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

52.222-90	Addressing DEI Discrimination by Federal Contractors	May 2026
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(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate

treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

16 SUPPLEMENTAL CLAUSES

52.217-8	Option to Extend Services	NOV 1999
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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

End of Clause

52.217-9	Option to Extend Service the Term of the Contract	MAR 2000
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- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

End of Clause

DIAR 1452.280-2	Notice of Indian Economic Enterprise Set-Aside	Feb 2021
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- (a) Definitions as used in this clause.

Alaska Native Claims Settlement Act (ANCSA) means Public Law 92-203 (December 18, 1971), 85 Stat. 688, codified at 43 U.S.C. 1601-1629h.

Indian means a person who is an enrolled member of a Federally Recognized Indian Tribe.

Indian Economic Enterprise means any business activity owned by one or more Indians or Federally Recognized Indian Tribes, provided that:

- (i) The combined Indian or Federally Recognized Indian Tribe ownership of the enterprise shall constitute not less than 51 percent;
- (ii) The Indians or Federally Recognized Indian Tribes shall, together, receive at least 51 percent of the earnings from the contract; and
- (iii) The management and daily business operations of an Indian Economic Enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. Management of Tribally owned Indian Economic Enterprises may be provided by:

- (A) Committees, teams, or Boards of Directors which are controlled by one or more members of Tribe, or;
- (B) Non-Tribal members if the enterprise can demonstrate that the Tribe can hire and fire those individuals, that it will retain control of all management decisions common to Committees, teams, or Boards of Directors. Common management decisions, include strategic planning, budget approval, and the employment and compensation of officers. A written management development plan must also exist which shows how Tribal members will develop managerial skills sufficient to manage the enterprise or similar enterprises in the future.

The enterprise must meet the requirements of (i) through (iii) throughout the following time periods:

- (1) At the time an offer is made in response to a written solicitation;
- (2) At the time of contract award; and,
- (3) During the full term of the contract.

Federally Recognized Indian Tribe means an Indian Tribe, band, nation, or other Federally recognized group or community on the List of Federally Recognized Tribes. This definition includes any Alaska Native regional or village corporation under the Alaska Native Claims Settlement Act (ANCSA).

List of Federally Recognized Tribes means an entity appearing on the United States Department of the Interior's List of federally recognized Indian Tribes published annually in the Federal Register pursuant to Section 104 of Public Law 103-454, codified at 25 U.S.C. 5131.

Representation means the positive statement by an enterprise of its eligibility for preferential consideration and participation for acquisitions conducted under the Buy Indian Act, 25 U.S.C. 47, in accordance with the procedures in Subpart [1480.8](#).

(b) General.

(1) Under the Buy Indian Act, offers are solicited only from Indian Economic Enterprises.

(2) The Contracting Officer (CO) will reject all offers received from ineligible enterprises.

(3) Any award resulting from this solicitation will be made to an Indian Economic Enterprise, as defined in paragraph (a) of this clause.

(c) Required Submissions. In response to this solicitation, an offeror must also provide the following:

(1) A description of the required percentage of the work/costs to be provided by the offeror over the contract term as required by section 1452.280-3, Subcontracting Limitations clause; and

(2) Qualifications of the key personnel (if any) that will be assigned to the contract.

(d) Required Assurance. The offeror must provide written assurance to the CO that the offeror is and will remain in compliance with the requirements of this clause. It must do this before the CO awards the Buy Indian contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.

(e) Non-responsiveness. Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.

(f) Eligibility.

(1) Participation in the Mentor-Protégé Program established under section 831 of the National Defense Authorization Act for Fiscal Year 1991 (25 U.S.C. 47 note) does not render an Indian Economic Enterprise ineligible for contracts awarded under the Buy Indian Act.

(2) If a contractor no longer meets the definition of an Indian Economic Enterprise after award, the contractor must notify the CO immediately and in writing. The notification must include full disclosure of circumstances causing the contractor to lose eligibility status and a description of any actions that the contractor will take to regain eligibility. If the contract is unable to regain eligibility, then the contractor must revise its the representations and certifications in the System for Award Management. Failure to give the CO immediate written notification means that:

(i) The economic enterprise may be declared ineligible as an IEE for future contract awards under this part; and

(ii) The CO may consider termination for default if it is in the best interest of the government.

End of clause

DIAR 1452.280-2	Indian Economic subcontracting limitations	Feb 2021
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(a) Definitions as used in this clause.

(1) **Concern** means any business entity with a place of business located in the United States or its outlying areas and that makes a significant contribution to the U.S. economy through payment of taxes and/or use of American products, materials and/or labor, etc. It includes but is not limited to an individual, partnership, corporation, joint venture, association, or cooperative. For the purpose of making affiliation findings (see FAR 19.101), it includes any business entity, whether or not it is organized for profit or located in the United States or its outlying areas.

(2) **Subcontract** means any agreement (other than one involving an employer-employee relationship) entered into by a government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract, contract modification, or subcontract.

(3) **Subcontractor** means a concern to which a contractor subcontracts any work under the contract. It includes subcontractors at any tier who perform work on the contract.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14 Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employees shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Affairs, or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for supplies, general services, A-E services, and construction awarded under this contract.

End of Clause

17 CONTRACT PROVISIONS

52.252-1	Solicitation Provisions Incorporated by Reference	Feb 1998
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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 address: <https://www.acquisition.gov/far-overhaul>.

The following provisions are incorporated by reference:

FAR CLAUSE	NAME	DATE
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-7	System for Award Management-Registration	NOV 2024 Deviation MAR 2026
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation	SEP 2025
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	SEP 2025
52.217-5	Evaluation of Options	NOV 2025
52.223-4	Recovered Material Certification	MAY 2008
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	NOV 2025 Deviation MAR 2026

52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	Sep 2023 Deviation Mar 2026
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(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings.* If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

- (1)The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2)The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
- (3)The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
- (4)A summary of the rationale for award.
- (5)For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
- (6)Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

End of provision

52.212-1	Evaluation -Commercial Products and Commercial Services	Nov Deviation Mar 2026
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(a)Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

- See Section 21

(b)*Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

DIAR 1452.280-1	Notice of Indian Small Business Economic Enterprise Set-Aside	Feb 2021
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Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (Subpart [1480.8](#)) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

End of provision

DIAR 1452.280-4	Notice of Indian Small Economic Enterprise Set-Aside	Feb 2021
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(a) The offeror represents as part of its offer that it [] does [] does not meet the definition of Indian Economic Enterprise (IEE) as defined in DIAR 1480.201 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately in writing if there is any ownership change affecting compliance with this representation.

(b) Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

End of provision

18 TYPE OF CONTRACT

(FAR 52.216-1) (APR 1984)

The government contemplates award of one best value, firm-fixed price contract resulting from this solicitation.

19 SERVICE OF PROTEST

(FAR 52.233-2) (SEPT 2006) (DIAR 1452.233-2; Deviation)

- (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *Sheila Spring, 67 Mather Place, Harpers Ferry, WV 25425 and sheila_spring@ios.doi.gov*
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

End of provision

20 SITE VISIT

(FAR 52.237-1) (APR 1984)

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

An organized site visit has been scheduled for:

Date:	August 4, 2026
Time:	9:30 am Eastern Daylight Time
Meeting Place:	Harpers Ferry Center 67 Mather Place Harpers Ferry, WV 25425
Register:	NLT August 4, 2026
Contact Info:	sheila_spring@ios.doi.gov

21 EVALUATION CRITERIA

21.0 PROPOSAL PREPARATION INSTRUCTIONS

21.1 General

The following instructions cover the specific preparation and submission of proposals for this solicitation. This requirement is a **100% Indian Small Business Economic Enterprise (ISBEE) Set-Aside** under NAICS code 561720 (Janitorial Services) with a small business size standard of \$22.0 Million.

The following instructions cover the specific preparation and submission of proposals for this solicitation. Offerors must follow the instructions contained herein. Offerors are cautioned that any non-compliance with the terms and conditions of this solicitation may cause their proposal to be determined ineligible for award.

Proposals must be received by the Contracting Officer, Sheila Spring at sheila_spring@ios.doi.gov, no later than the date and time specified in this solicitation. To facilitate uniform handling and evaluation, submission of proposal packages shall be sent via electronic mail to the designated point of contact with the Subject Line: **140P2126R0024 - Janitorial Services**.

21.2 Volume Organization

Proposals shall be submitted to the Government as one email with three separate volumes (i.e., attachments) as set forth below:

Volume	Title	Page Limits	Number of Copies	Description
I	Technical Capability	5 Pages	1 Electronic	Technical Approach, Work Scheduling Plan, Draft QCP, and Staffing Plan
II	Past Performance	12 Pages	1 Electronic	Relevant & Recent Past Performance Information.
III	Price	Unlimited	1 Electronic	Completed Cost Estimate Form,
IV	Representations, Certifications and Other Statements of Offerors	Unlimited	1 Electronic	Contract Line Items (SF1449), SF-30 as applicable, fill-in clauses, and provisions (Not in SAM)

In addition to the volume organization set forth above, proposal volumes shall comply with the following format:

- Each volume shall be marked with the solicitation number, the company name, the offeror's name, address, CAGE Code, and Unique Entity ID (UEID).
- Proposals shall be in the English language, and all monies shall be proposed in United States dollars.
- Print shall be no smaller than a font size of 12. Paper size shall be 8.5" X 11", margins shall be no smaller than 1 inch, and each page within a volume shall be numbered consecutively.
- Cover pages and Tables of Contents do not count towards the page limitations.

21.3 Volume I: Technical Capability

The offeror shall submit a detailed Technical Capability proposal containing:

1. **Technical Approach:** A clear narrative outlining the offeror's plan for executing all tasks specified in the Scope of Work. This must include a draft Work Scheduling Plan showing how the weekly, monthly, quarterly, and semi-annual tasks will be managed across all facilities.
2. **Quality Control Plan (QCP):** A draft QCP detailing self-inspection procedures, deficiency prevention, and the correction process to ensure a 90% Acceptable Quality Level (AQL) or higher per PWS Section 5.1
3. **Management and Staffing:**
 - **Staffing Plan:** Provide a staffing plan demonstrating the ability to execute the draft Work Scheduling Plan. The staffing plan must clearly detail the total number of personnel, labor categories, and assigned shift hours.
 - **Limitations on Subcontracting** (RFO FAR 52.219-14 Compliance): Because this is set-aside for Indian Small Business Economic Enterprises, the government will not pay more than 50 percent for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. The offeror must explicitly outline the percentage of work to be performed by the prime and any subcontractors, identifying any subcontractor's UEID, CAGE, and POC information.

21.4 Volume II: Past Performance

The offeror shall submit the Past Performance Questionnaire with relevant past performance of the same or similar nature previously performed for at least three (3) and no more than four (4) contracts for work performed in the last five (5) years.

Completed Past Performance Questionnaires shall be included in the offeror's proposal and not sent directly to the agency. The offeror shall include accurate and up to date contact information to be contacted by the government if necessary.

Note: Listing completed projects does not address this criterion. A narrative that articulates experience and description of technical expertise in methods and analysis for these needs should be provided.

The evaluation will be based on information obtained from the Past Performance Questionnaires, other

relevant past performance information obtained from other sources known to the Government, to include additional references, Federal Awardee Performance and Integrity Information System (FAPIS), Contractor Performance Assessment Reporting System (CPARS), SAM.gov, and any other information supplied by the offeror, to include problems encountered on the identified contracts and corrective action taken. Offerors shall not provide general information on their performance on the identified contracts. General performance information shall be obtained from the references.

If the offeror does not have relevant past performance history, they must affirmatively state so in this volume. Under a small business set-aside, the past performance of any key subcontractors (or similarly situated entities) proposed to perform critical parts of the PWS may also be submitted.

Past Performance Evaluations/Documentation shall address the following three items:

- (i) *Recency: Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information.*
- (ii) *Relevance: In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming.*
- (iii) *Quality: The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii). The Past Performance Evaluation will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information.*

21.5 Volume III: Price

The price proposal shall consist of the following:

1. **Factor 1 - Completed Attachment D – Cost Estimate Form:** The offeror shall complete the pricing schedule included in Attachment D of the solicitation. This pricing schedule represents binding costs that shall not be exceeded during contract performance, though discounts may be offered. All unit costs must be determined fair and reasonable by the Contracting Officer. The Service Contract Act governs the rates in the solicitation. Rates will be adjusted at the time options are exercised.
2. **Factor 2 – Optional Six (6) months of Service** - Per FAR 52.217-8, the NPS may require an additional six (6) months of services. Offerors shall either 1) submit pricing for the six (6) month period in addition to the five years of pricing for the contract; or 2) provide a statement that the final year's rates will apply to the six (6) month extension. This pricing shall be submitted in the Price Volume and labeled to show its pricing for 52.217-8.

3. **Factor 3 - SF 1449 and Acknowledgement of Amendments:** Completed and signed SF1449 and signed SF30(s) to acknowledge any amendments issued in response to this solicitation.

21.6 Volume IV: Representations, Certifications and Other Statements of Offerors

The Representations, Certifications and Other Statements of Offerors shall consist of the following:

The representations and certification and company information will be reviewed and used to determine responsibility. Complete all required representations and certifications if they are not available at www.SAM.gov. NOTE: Current, active registration at www.SAM.gov is a requirement of this contract. Offerors must be current and active at the time of award, or their proposal may be determined ineligible. The Government highly recommends completing SAM registration before submitting the proposal.

Submission of these items constitutes the offeror's written assent to perform in accordance with the terms of the solicitation.

22 BASIS OF AWARD & EVALUATION

22.0 BASIS OF AWARD AND EVALUATION CRITERIA

22.1 Basis for Contract Award

This is a competitive acquisition for commercial services conducted under RFO FAR Part 12 and Part 15 procedures. This action is set aside 100% for Small Business.

The Government intends to award a Firm-Fixed-Price (FFP) contract to the responsible small business offeror whose proposal conforms to the solicitation requirements and is determined to be the best value.

The following factors will be used to evaluate offerors. Non-price evaluation factors, are of equal importance Subfactors within a factor are of equal importance. All factors, other than cost or price, when combined are more important than cost or price.

The following factors shall be used to evaluate proposals:

1. **Volume I 1: Technical Capability**

- Factor 1: Technical Approach**

- Factor 2: Quality Control Plan**

- Factor 3: Management and Staffing**

- Subfactor 1: Management Plan**

- Subfactor 2: Limitations on Subcontracting**

2. **Factor 2: Past Performance**

3. **Factor 3: Price**

4. **Factor 4: Representations, Certifications and Other Statements of Offerors**

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

The Government reserves the right to make a selection based upon initial offer without discussions; therefore, the offeror should submit their best terms in their initial offer. The Government also reserves the right to enter into discussions and request revised offers if needed and may also determine to make no award.

Note: A price that is found to be either unreasonable high or unrealistically low in relation to the proposed items may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal being considered unacceptable.

Award may not be made on the basis of the lowest price alone if the quotation is determined technically unacceptable.

22.2 Evaluation Process

1. All proposals will be evaluated for Technical Capability (Factor 1) and Past Performance (Factor 2).
2. Evaluation will proceed sequentially with price. Price will be evaluated for reasonableness, realism (if applicable), and completeness. Offerors must provide a fully burdened firm-fixed-price proposal broken out by labor, materials (if any), and other direct costs.

22.3 Factor 1: Technical Capability

Technical acceptability will be evaluated on a pass/fail basis. To be rated "Acceptable," the offeror must clearly demonstrate compliance with all solicitation requirements.

Rating	Description
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. and risk of unsuccessful performance is no worse than moderate.
Unacceptable	Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions.

22.4 Factor 2: Past Performance

The offeror shall complete the included Past Performance Questionnaire for three (3) completed, or substantially completed, projects performed by the prime contractor and proposed subcontractors within the last five (5) years for efforts that are similar in scope and complexity. Past performance will be evaluated in the areas of quality of service, timeliness of performance, customer satisfaction and cost control. Past performance will be evaluated in terms of overall relevancy to this project and in terms of overall level of confidence in the firms' ability to successfully execute and complete this project supported by the indicated past performance.

Offerors demonstrating a higher level of successful past performance in the evaluated areas or that demonstrate past performance of similar projects related to management of parks and protected areas may receive a more favorable rating. In the case of an offeror without a record of relevant, recent past performance or for whom information on past performance is not available, the offeror will be evaluated neither favorably nor unfavorably.

In establishing relevancy for this acquisition, consideration shall be given to an offeror's history of contract (or subcontract) performance that would provide context and give the ability to measure if the offeror will successfully satisfy the requirement.

Past Performance Evaluations/Documentation shall address the following three items.

- (i) **Recency:** Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information.
- (ii) **Relevance:** In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming.
- (iii) **Quality:** The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii). The Past Performance Evaluation will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information.

In accordance with FAR 15.305(a)(2)(iv)a, an offeror without a record of relevant past performance will receive a neutral rating of "Unknown" past performance.

22.5 Factor 3: Price

- 1. Completeness:** Offerors must submit pricing for all CLINs, including the base year and all option periods.
- 2. Reasonableness:** Price reasonableness and realism will be evaluated. The Government will evaluate to determine best value to the Government. The Government will also evaluate cost with regard to the ability of the offeror to meet requirements in terms of skills required and job difficulty, if the Government deems such analysis necessary.
- 3. Labor Compliance:** Proposed pricing must comply with the Service Contract Act (SCA) wage determinations for Jefferson County, West Virginia. No cost realism analysis will be performed, but unbalanced pricing analysis will be conducted to ensure no individual CLIN represents an unacceptable risk to the Government.
- 4. Completed and signed SF 1449, and SF 30's.**

22.6 Factor 4: Representations, Certifications and Other Statements of Offerors

Completeness: Offerors must submit Representations, Certifications and Other Statements of Offerors. Complete all required representations and certifications if they are not available at www.SAM.gov.