

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER T3445-26-IQ-00050		PAGE 1 OF 58	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 951700-26-R-0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME See Text				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE / LOCAL TIME 08/10/2026 12:00 ET	
9. ISSUED BY United States Agency for Global Media Office Of Contracts 330 Independence Avenue SW Cohen Building, Room 4360 Washington, DC 20237		CODE 951700		10. THE ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR			
				☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ELIGIBLE UNDER THE WOMEN-OWNED ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 561720 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
15. DELIVER TO US Agency for Global Media Kuwait Transmitting Station KUWAIT CITY		CODE 95Z000		16. ADMINISTERED BY United States Agency for Global Media Office Of Contracts 330 Independence Avenue SW Cohen Building, Room 4360 Washington, DC 20237			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY US Agency for Global Media Kuwait Transmitting Station KUWAIT CITY	
						CODE 951700	
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

This is a FAR Part 13 solicitation for Commercial Services 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 no other request for proposals will be issued. This solicitation sets forth requirements for proposals for a contract to provide Janitorial Services as described in the Statement of Work (SOW). Proposals conforming to the solicitation requirements will be evaluated in accordance with the evaluation and award criteria set forth herein. Neither the solicitation nor any part of an Offeror proposal shall be part of the contract except to the extent expressly incorporated therein by the Contracting Officer. The Offeror's proposal submitted in response to this solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF1449 submitted by an Offeror and delivered to the Contractor a copy of the SF1449 with original signatures together with the contract reflecting the Offeror's proposed prices.

NOTE: The Government has scheduled a Site Visit at the USAGM Kuwait Transmitting Station, located at Umm Al Rimam, Road No. 80, 13.5KM North of Mutla for Tuesday, 28 July 2026 at 8:00am (Kuwait Time). See Section 5.2 - Site Visit / Inquiries / Submission, for additional information.

25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					☒ 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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Natalie Ellis		31c. DATE SIGNED	

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STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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Section 1 - Continuation Sheet

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1	Services Firm Fixed Price PSC: S207	12.000000	MO		

Period of Performance: 09/01/2026 - 08/31/2027

Description: Base Period - Janitorial Services.

The Contractor shall provide all management, supervision, labor, materials, equipment, supplies, transportation, and disposal necessary to perform janitorial services for all designated buildings and exterior areas at the USAGM Kuwait Transmitting Station, including cleaning and sanitization of offices, restrooms, kitchens, common areas, walkways, storage areas, and authorized technical and operational areas, in accordance with the Statement of Work.

Reference Line: T3445-26-IQ-00050 - 1

Pricing Options: Base

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2	Services Firm Fixed Price PSC: S207	1.000000	LT		

Period of Performance: 09/01/2026 - 08/31/2027

Description: Base Period - Additional Emergency and Unscheduled Janitorial Services Including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization.

Reference Line: T3445-26-IQ-00050 - 2

Pricing Options: Base

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Services Firm Fixed Price PSC: S207	12.000000	MO		

Period of Performance: 09/01/2027 - 08/31/2028

Description: Option Year One (1) - Janitorial Services.

The Contractor shall provide all management, supervision, labor, materials, equipment, supplies, transportation, and disposal necessary to perform janitorial services for all designated buildings and exterior areas at the USAGM Kuwait Transmitting Station, including cleaning and sanitization of offices, restrooms, kitchens, common areas, walkways, storage areas, and authorized technical and operational areas, in accordance with the Statement of Work.

Reference Line: T3445-26-IQ-00050 - 3

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: Option 1					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	Services Firm Fixed Price PSC: S207	1.000000	LT		
Period of Performance: 09/01/2027 - 08/31/2028					
Description: Option Year One (1) - Additional Emergency and Unscheduled Janitorial Services Including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization. .					
Reference Line: T3445-26-IQ-00050 - 4					
Pricing Options: Option 1					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Services Firm Fixed Price PSC: S207	12.000000	MO		
Period of Performance: 09/01/2028 - 08/31/2029					
Description: Option Year Two (2) - Janitorial Services. The Contractor shall provide all management, supervision, labor, materials, equipment, supplies, transportation, and disposal necessary to perform janitorial services for all designated buildings and exterior areas at the USAGM Kuwait Transmitting Station, including cleaning and sanitization of offices, restrooms, kitchens, common areas, walkways, storage areas, and authorized technical and operational areas, in accordance with the Statement of Work. .					
Reference Line: T3445-26-IQ-00050 - 5					
Pricing Options: Option 2					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	Services Firm Fixed Price PSC: S207	1.000000	LT		
Period of Performance: 09/01/2028 - 08/31/2029					
Description: Option Year Two (2) - Additional Emergency and Unscheduled Janitorial Services Including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization. .					
Reference Line: T3445-26-IQ-00050 - 6					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: Option 2					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	Services Firm Fixed Price PSC: S207	12.000000	MO		
Period of Performance: 09/01/2029 - 08/31/2030					
Description: Option Year Three (3) - Janitorial Services. The Contractor shall provide all management, supervision, labor, materials, equipment, supplies, transportation, and disposal necessary to perform janitorial services for all designated buildings and exterior areas at the USAGM Kuwait Transmitting Station, including cleaning and sanitization of offices, restrooms, kitchens, common areas, walkways, storage areas, and authorized technical and operational areas, in accordance with the Statement of Work. .					
Reference Line: T3445-26-IQ-00050 - 7					
Pricing Options: Option 3					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3002	Services Firm Fixed Price PSC: S207	1.000000	LT		
Period of Performance: 09/01/2029 - 08/31/2030					
Description: Option Year Three (3) - Additional Emergency and Unscheduled Janitorial Services Including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization. .					
Reference Line: T3445-26-IQ-00050 - 8					
Pricing Options: Option 3					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	Services Firm Fixed Price PSC: S207	12.000000	MO		
Period of Performance: 09/01/2030 - 08/31/2031					
Description: Option Year Four (4) - Janitorial Services. The Contractor shall provide all management, supervision, labor, materials, equipment, supplies, transportation, and disposal necessary to perform janitorial services for all designated buildings and exterior areas at the USAGM Kuwait Transmitting Station, including cleaning and sanitization of offices, restrooms, kitchens, common areas, walkways, storage areas, and authorized technical and operational areas, in accordance with the Statement of Work. .					
Reference Line: T3445-26-IQ-00050 - 9					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: Option 4					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4002	Services	1.000000	LT		
	Firm Fixed Price				
	PSC: S207				
Period of Performance: 09/01/2030 - 08/31/2031					
Description: Option Year Four (4) - Additional Emergency and Unscheduled Janitorial Services Including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization.					
Reference Line: T3445-26-IQ-00050 - 10					
Pricing Options: Option 4					

Statement of Work

STATEMENT OF WORK**Table of Contents****1. Scope of Work**

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- Zones and Work Areas
 - Restricted / Escorted Technical Areas
 - Operational / Maintenance Areas
 - Administrative / Office Areas
 - General Access / Common Areas
 - Exterior Mechanical / Utility Areas – Limited Cleaning Scope
- Duties and Responsibilities
- Types of Services
 - Daily Cleaning Requirements
 - Periodic Cleaning Requirements
 - Monthly Cleaning Requirements
 - Quarterly Cleaning Requirements
 - Semi-Annual Cleaning Requirements
 - Annual Cleaning Requirements
 - Holiday and Long Weekend Cleaning Requirements
 - Emergency / Additional Services

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3. Locations for Janitorial Services

4. Personnel

- General
- Standards of Conduct
- Notice to the Government of Labor Disputes
- Personnel Security
- Labor Compliance and Worker Protection

5. Materials and Equipment

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- Quality of Materials and Consumables
- Minimum Consumable Requirements

- Performance Requirement

6. Government-Furnished Property/Equipment
7. Insurance
8. Laws and Regulations
9. Deliverables
10. Quality Assurance and Surveillance Plan (QASP)
11. Place of Performance

1. Scope of Work

The Contractor shall perform janitorial services in all designated spaces, including but not limited to halls, offices, restrooms, work areas, entranceways, lobbies, storage areas, stairways, kitchens/pantries, and other interior and exterior areas identified in this Statement of Work (SOW).

The Contractor shall furnish all management, supervision, administrative support, labor, tools, equipment, transportation, and consumable supplies necessary to perform the required services under this contract. Such supplies and equipment shall include, but are not limited to, toilet tissue, paper towels, liquid soap, trash bags, wax, brushes, detergents, disinfectants, vacuum cleaners, pressure washers, mops, brooms, rags, paper drinking cups, and all related cleaning materials required to maintain U.S. Government facilities in a clean, sanitary, safe, and professional condition.

The Contractor shall provide all direct labor personnel necessary to accomplish the work required under this contract. Contractor employees shall be on site only for performance of contractual duties and shall not be present for any non-contractual or personal business purposes.

The purpose of this firm-fixed-price contract is to obtain janitorial services for real property owned or managed by the U.S. Government at the George A. Moore Jr. Kuwait Transmitting Station, U.S. Agency for Global Media (USAGM), Umm Al-Rimam (Abdally Road), Kuwait.

The Contractor shall provide qualified personnel in sufficient numbers to perform janitorial services in all designated buildings and areas of the Station. The Contractor shall perform services during the Station's normal working hours, Sunday through Thursday, 0700 to 1530 local Kuwait time, unless otherwise approved by the COR. The Contractor shall schedule work in a manner that minimizes disruption to Station operations.

The COR will provide general guidance regarding workforce requirements and work priorities. The Contractor shall submit draft cleaning instructions, schedules, and management procedures to the Contracting Officer's Representative (COR) for review within 30 calendar days after contract award. The COR must approve such instructions and schedules prior to implementation.

The Contractor shall ensure that custodial services are performed in a manner that maintains satisfactory facility conditions and presents a clean, neat, sanitary, and professional appearance at all times.

Certain areas at the Station contain energized equipment, high-voltage systems, operating transmission equipment, machinery, maintenance tools, sensitive electronics, or restricted access conditions. Janitorial personnel shall not touch, move, operate, or interfere with any technical, electrical, or mechanical equipment unless specifically authorized by the COR or designated Government representative. Cleaning of sensitive transmitter components, energized enclosures, and other prohibited technical spaces shall not be performed unless expressly directed and controlled by the Government.

1.1 General Instructions

The Contractor shall prepare daily, weekly, monthly, quarterly, semi-annual, and annual work instructions and schedules, including but not limited to those specified herein. Drafts shall be submitted to the COR within 30 calendar days after contract award. The COR must approve these instructions before implementation.

1.2 Zones and Work Areas

- **Restricted / Escorted Technical Areas**

These areas include locations with high voltage, energized systems, transmitter-related equipment, heavy machinery, generator rooms, technical control systems, power-related equipment, and other potentially hazardous conditions. Access to such areas may require advance coordination and escort by Government personnel. Contractor personnel performing services

in these areas shall comply with all Government safety instructions and may only perform the specific services authorized by the COR.

Standard services in these areas may include sweeping, dust removal from accessible non-sensitive surfaces, mopping of open floor areas, and trash removal, as authorized by the COR.

Cleaning inside generator rooms shall be limited to general housekeeping of floors and accessible non-sensitive surfaces only. The Contractor shall not clean or interfere with generators, fuel systems, electrical panels, or associated equipment.

- **Operational / Maintenance Areas**

These areas may contain maintenance equipment, tools, warehouse storage, powered equipment, and operational materials. Contractor personnel may be allowed unescorted access where approved by the Government, but shall exercise caution and shall not disturb workbenches, stored materials, or equipment. If uncertainty exists, Contractor personnel shall seek guidance from available Government staff or the COR before proceeding.

Standard services in these areas may include sweeping, mopping, dusting accessible surfaces, and trash removal.

- **Administrative / Office Areas**

These areas are primarily offices, meeting rooms, classrooms, kitchens, and related administrative spaces. Contractor personnel may access and service these areas as appropriate. Janitorial staff shall make reasonable efforts to minimize disruption to occupants while performing work. Light furniture and movable items may be repositioned as needed for cleaning and shall be returned to their original location.

Standard services include dusting, sweeping, vacuuming, mopping, interior glass cleaning, trash removal, restroom servicing, and related custodial work.

- **General Access / Common Areas**

These areas include corridors, stairways, entrance lobbies, guard booths, exterior walkways, common washrooms, and other shared spaces. Contractor personnel may perform routine janitorial services in these areas as needed. Care shall be taken to ensure the safety of pedestrians and building occupants. Wet floor signs and other hazard notices shall be used whenever applicable.

- **Exterior Mechanical / Utility Areas – Limited Cleaning Scope**

Exterior mechanical and utility areas include outdoor spaces surrounding buildings where HVAC equipment, piping systems, structural supports, and related infrastructure are installed.

The Contractor shall perform limited cleaning services in these areas consisting only of:

- Removal of loose dust, sand, and debris from ground surfaces
- Sweeping/cleaning of concrete areas and walkways
- Collection and disposal of trash

The Contractor shall not clean, wash, wipe, or otherwise perform any work on mechanical, electrical, or HVAC equipment, including but not limited to units, piping, valves, supports, control panels, or associated components.

Contractor personnel shall not touch, access, or interfere with any equipment or systems in these areas unless specifically authorized by the COR.

The Contractor shall exercise caution and comply with all Government safety instructions while performing work in these areas.

1.3 Duties and Responsibilities

- The Contractor's work instructions shall emphasize safety and security requirements to minimize accidents and unsafe acts.
- The Contractor shall provide cleaning services in the order and timeframe that are most efficient and cause the least disruption to normal operations.
- The Contractor shall perform services in a manner that minimizes disruption to the normal operation of the facility. The COR will determine and approve schedules that best meet the needs of the facility.
- The Contractor shall ensure that all janitorial work is performed in compliance with applicable Occupational Safety and Health Administration (OSHA) standards and other applicable safety requirements.

1.4 Types of Services

Standard services shall include the work identified below in accordance with the following definitions.

Frequency	Definition	SOW Paragraph
Daily	Once per day, Sunday through Thursday. The specific time of day will be determined by the COR based on efficiency and minimal disruption to operations.	1.4.1
Periodic	Performed on an as-needed basis depending on condition.	1.4.2
Monthly	Once per month, on a date and time determined by the COR.	1.4.3
Quarterly	Every three (3) months, on a date and time determined by the COR.	1.4.4
Semi-Annual	Every six (6) months, on a date and time determined by the COR.	1.4.5
Annual	Once per year, on a date and time determined by the COR.	1.4.6

1.4.1 Daily Cleaning Requirements

- **Floors:** Sweep all floor areas and damp mop hard surfaces such as tile, linoleum, marble floors, staircases, and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily movable items shall be tilted or moved to clean underneath. Frequency may be increased during rainy or dusty conditions. When completed, floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, remaining dirt, or standing water.
- **Furniture and Surfaces:** Dust and clean furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves, coat racks, umbrella stands, pictures, maps, telephones, computers, lamps, and similar office furnishings. All surfaces shall be free of dust, dirt, and sticky residue.
- **Carpets and Rugs:** Vacuum rugs, carpets, runners, and carpet protectors so they are free from dust, dirt, mud, lint, loose soil, and debris. Chairs, trash receptacles, and easily movable items shall be moved to vacuum underneath and then returned to their original position.
- **Restrooms, Bathrooms, and Shower Facilities:** Thoroughly clean and disinfect toilets, bathrooms, mirrors, and shower facilities using suitable non-abrasive cleaners and disinfectants. Surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms and kitchens/pantries. The Contractor shall check heavily used restroom areas multiple times daily, as directed by the COR, to ensure they remain clean and presentable.
- **Waste Receptacles:** Empty all waste receptacles daily, including those in offices, restrooms, kitchens/pantries, and common areas. Replace trash liners as required, or at a minimum once per day. Clean receptacles as needed and return them to their original location.
- **Kitchen Utensils:** Clean glasses, cups, and other kitchen utensils, as needed, in the conference room, classroom, and administrative and transmitter kitchens. Items shall be washed in hot soapy water, rinsed, dried, and polished as necessary to maintain a presentable appearance.
- **Spot Cleaning of Surfaces:** Remove grease marks and fingerprints from walls, doors, door frames, radiators, windows, window frames, glass desk protectors, reception booths, and partitions.
- **Trash Disposal:** Remove trash to the designated disposal area as directed by the COR and keep the trash holding area in a clean condition.
- **Exterior Walkways and Driveways:** Sweep debris from walkways and driveways and hose-clean those when appropriate based on climatic conditions and water-use considerations.

1.4.2 Periodic Cleaning Requirements

- Polish brass surfaces, including door and window handles and plaques, as needed.
- Dust tops of tall furniture, tops of picture frames, and other areas not covered under daily dusting.
- Spot clean baseboards and walls as needed.
- Spot wax and polish floors as needed.
- Spot clean or shampoo small carpeted areas as needed.
- Dust window sills and blinds as needed.
- Clean shutters as needed.
- Sweep and wash terraces and balconies to remove accumulated dirt, dust, and debris as needed.
- The Contractor shall clean satellite dish areas and associated ground surfaces on a biweekly basis. Cleaning shall be limited to ground surfaces and surrounding areas only. The Contractor shall not clean or interfere with satellite dishes, mounts, cabling, or associated equipment.
- Vehicle Cleaning: The Contractor shall provide cleaning services for all vehicles associated with the facility, including light vehicles, buses, and heavy equipment.

Services shall include:

- Exterior washing to remove dirt, mud, and debris
- Interior cleaning, including vacuuming of seats, carpets, and floor mats
- Wiping and cleaning of interior surfaces (dashboard, panels, steering wheel, doors, and controls)
- Cleaning of interior and exterior windows and mirrors
- Removal of trash and replacement of liners

Vehicles shall be maintained in a clean, sanitary, and presentable condition at all times.

Heavy equipment shall be cleaned on a monthly / quarterly basis. Other vehicles shall be cleaned at a frequency determined by the COR.

The Contractor shall notify the COR if specialized cleaning is required.

Estimated quantities (subject to change based on Mission requirement): Pickup Trucks – 3; Full-Size SUVs – 3; SUVs – 3; Heavy Equipment – 8; Buses – 2.

1.4.3 Monthly Cleaning Requirements

- Clean major appliances inside and out, including refrigerators, ovens, and microwaves.

- Wipe window blinds with a damp cloth to remove smudges and accumulated dirt.
- Clean the interior window glass and sash.
- Move furniture and vacuum or polish floors beneath the furniture, as appropriate.

1.4.4 Quarterly Cleaning Requirements

- Wash exterior windows. When completed, windows shall be free of smudges, lint, and streaks.
- Remove and wash window blinds.
- Shampoo the entire carpet surface in high-traffic areas. Carpet cleaning activities shall not interfere with normal station operations. The Contractor shall coordinate with the COR to determine a suitable schedule, preferably outside regular working hours.
- Clean and sanitize the trash holding area.
- Dust and wipe light fixtures, A/C diffusers, and grilles. Upon completion, fixtures shall be free of bugs, dirt, grime, dust, and marks.

1.4.5 Semi-Annual Cleaning Requirements

- Strip wax coats, inspect sealer coats, and completely reapply wax coats, as needed.
- Shampoo carpets in all areas.
- Carpet cleaning and floor waxing shall be coordinated with the COR to minimize disruption to station operations, preferably outside regular working hours.
- Clean all light fixtures using appropriate methods to restore their original luster, including washing crystal reflectors individually where applicable.
- Clean gutters and downspouts of collected debris.

1.4.6 Annual Cleaning Requirements

- Strip wax and seal coats to the bare floor surface, clean the bare surface, and reapply seal coat and finish. The Contractor shall coordinate with the COR to determine a suitable schedule, preferably outside regular working hours.
- Clean gutters and downspouts of collected debris.

1.4.7 Holiday and Long Weekend Cleaning Requirements

Cleaning services shall normally be provided Sunday through Thursday. However, in the event of long weekends resulting from U.S. or Kuwait holidays, cleaning services shall still be maintained. No more than two (2) consecutive days without service shall be permitted except in exceptional circumstances approved by the COR. The Contractor shall coordinate with the COR to determine the required service period and ensure compliance with operational needs.

1.4.8 Emergency / Additional Services

The Contractor shall provide additional or Emergency cleaning services as directed by the COR on an as-needed basis. Such services may include, but are not limited to, special cleaning of specific areas, post-maintenance cleaning, or increased cleaning frequency during operational requirements.

The scope, location, and frequency of such services shall be defined by the COR. Work shall be performed in accordance with the contract requirements. The Contractor shall not perform additional services without prior authorization from the COR.

2. Management and Supervision

2.1 The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the Contractor's focal point and primary point of contact with U.S. Government personnel. The supervisor shall possess sufficient English language skills to communicate effectively with Government staff. Supervision shall be the supervisor's sole function.

2.2 The Contractor shall maintain schedules for each employee. These schedules shall consider the hours during which staff can effectively perform services without placing an undue burden on security personnel. For services other than routine daily work, the Contractor shall provide the COR with a detailed plan and schedule for all on-site personnel, including working hours and assigned tasks.

2.3 The Contractor shall be responsible for quality control. The Contractor shall conduct inspection visits to the work site on a weekly basis. These visits shall be coordinated with the COR and shall not be announced in advance to personnel working on-site.

3. Locations for Janitorial Services

All services shall be delivered on regular Station working days, Sunday through Thursday, 0700 to 1530 local Kuwait time. Any services that may affect normal operations shall be coordinated with the COR to determine the most suitable time for performance.

Location	Estimated Area (m ²)	Surface Material
Admin & Medium Wave (MW) Building	1,586	Ceramic / Carpet / Linoleum
SW Building (Including external outside concrete	1,557	Cement / Ceramic / Tile / Linoleum
New SW Building	721	Cement
Front Gate	54	Ceramic
Itemizer Room	18	Ceramic
Back Gate	32	Ceramic
Old Warehouse	273	Cement
New Warehouse	252	Cement
MOC	44	Ceramic
Pump House	9	Cement
Shop Areas	280	Cement
External General Areas (walkways, entrances, and parking areas – approximate)	300	Concrete

Subtotal (Primary Areas): 5,126 m²

Monthly-Cleaning Location	Estimated Area (m ²)	Surface Material
MW Antenna Tuning Units – 7 Buildings	446	Metal / Cement
MW Farda TX Building	108	Ceramic
MW Farda ATUs – 3 Buildings	32	Metal
Backup FM	6	Metal
SW ATUs – 5 Buildings	60	Metal
External Equipment-Associated Areas and open concrete areas (including but not limited to equipment foundations, fuel tank areas, and equipment access ramps-approximate) — cleaning limited to accessible ground surfaces only.	791	Concrete

Subtotal (Monthly-Cleaning Areas): 1443 m²

Total Estimated Area: 6,569 m²

4. Personnel

4.1 General

The Contractor shall maintain discipline at the site and take all reasonable precautions to prevent unlawful, riotous, or disorderly conduct by Contractor employees. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove any employee from the worksite for failure to comply with required standards of conduct. The Contractor shall immediately replace such employee, as necessary, at no additional cost to the Government.

4.2 Standards of Conduct

4.2.1 Uniforms and Personal Equipment: The Contractor's employees shall wear clean, neat, and complete uniforms when on duty. All uniforms shall be subject to COR approval.

4.2.2 Neglect of Duties: Neglect of duties shall not be condoned. The Contractor shall prohibit sleeping while on duty, unreasonable delay or failure to carry out assigned tasks, conducting personal affairs during duty hours, and refusal to cooperate in maintaining worksite integrity and security.

4.2.3 Disorderly Conduct: Disorderly conduct, abusive or offensive language, quarreling, intimidation, fighting, or participation in disruptive activities that interfere with normal Government operations shall not be condoned.

4.2.4 Intoxicants and Narcotics: The Contractor shall not allow its employees, while on duty, to possess, sell, consume, or be under the influence of intoxicants, narcotics, or substances that produce similar effects.

4.2.5 Criminal Actions: Contractor employees may be subject to criminal action as allowed by law, including but not limited to falsification, concealment, removal, mutilation, or destruction of official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; or organizing or participating in gambling in any form.

4.2.6 Key Control: The Contractor shall receive, secure, issue, and account for any keys issued for access to buildings, offices, equipment, gates, or other facilities for the purposes of this contract. The Contractor shall not duplicate keys without COR approval. If unauthorized duplication or loss occurs, the Contractor shall immediately notify the COR and reimburse the Government for the cost of rekeying affected systems.

4.3 Notice to the Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay timely performance of this contract.

4.4 Personnel Security

After award, the Contractor shall provide the following information for each employee who will work under this contract, including workers and supervisors assigned to the project: Full Name; Place and Date of Birth; Current Address; Civil Identification Number; and Passport Information.

The Government will conduct background checks on these individuals. It is anticipated that security checks will take approximately 25 days.

Upon approval, the Government may issue identification cards to Contractor personnel. Contractor personnel shall display Government-issued identification at all times while providing services under this contract. These identity cards remain Government property and shall be returned at the end of the contract, when an employee leaves Contractor service, or upon Government request. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

4.5 Labor Compliance And Worker Protection

The Contractor shall comply with all applicable local labor laws, regulations, and contract clauses related to employee rights, wages, and working conditions, including requirements consistent with applicable U.S. Government regulations.

4.5.1 Payment of Wages

The Contractor shall ensure that all employees working under this contract are paid their wages in full and on time. Delayed, withheld, or partial payment of wages is strictly prohibited.

4.5.2 Prohibited Practices

The Contractor shall not engage in any of the following practices:

- Withholding employee passports or personal identification documents
- Retaining or controlling employee ATM cards or bank accounts
- Forcing or coercing employees to work
- Charging recruitment or placement fees to employees
- Restricting employee movement in violation of applicable laws

4.5.3 Employee Rights

All employees shall:

- Retain possession of their personal identification documents
- Have full control over their wages and bank accounts
- Be treated in accordance with applicable labor laws

4.5.4 Government Oversight

The Government reserves the right to:

- Conduct interviews with Contractor personnel
- Request evidence of wage payments (such as payroll or bank transfer records)
- Review compliance with labor requirements

4.5.5 Non-Compliance

Failure to comply with these requirements may result in contract actions, including corrective measures, withholding of payment, or termination in accordance with contract terms.

5. Materials and Equipment

The Contractor shall provide all necessary janitorial supplies and equipment, including but not limited to vacuum cleaners, pressure washers, mops, brooms, dust rags, detergents, and cleaners. All supplies shall be of sufficient quality and suitable for the tasks outlined in this contract.

5.1 Vehicle

The Contractor shall provide a vehicle suitable for transporting personnel, tools, and materials between buildings located on the transmitting station. All costs associated with this vehicle, including maintenance, repairs, fuel, insurance, access authorization, and any fines, shall be the Contractor's responsibility.

5.2 Quality of Materials and Consumables

All cleaning materials, chemicals, and consumable supplies provided by the Contractor shall be of commercial-grade quality and suitable for their intended purpose.

The Contractor shall ensure that all consumables are:

- New, unused, and of good quality
- Safe for use in office and technical environments
- Not diluted, expired, or substandard
- Not causing damage to surfaces, equipment, or fixtures

Use of low-quality, ineffective, or excessively diluted products is strictly prohibited.

5.2.1 Minimum Consumable Requirements

The Contractor shall provide and maintain the following consumables:

- Hand Soap / Hand Wash: Commercial-grade, effective, non-irritating, and not diluted
- Toilet Paper & Paper Towels: Good quality, durable, absorbent, and suitable for intended use
- Urinal Screens & Air Fresheners: Installed in all restrooms, provide odor control, and replaced/refilled as required
- Trash Bags: Adequate strength and proper size to prevent tearing or leakage
- Cleaning Chemicals: Suitable for surfaces, effective for cleaning/disinfection, and free from strong odors

5.2.2 Performance Requirement

All consumables shall be maintained at a level that ensures:

- Continuous hygiene and cleanliness
- No unpleasant odors in restrooms
- No recurring complaints from Government personnel

Failure to maintain acceptable quality of materials shall be considered unsatisfactory performance under this contract.

6. Government-Furnished Property/Equipment

The Government will not provide any Government-furnished property or equipment under this contract. The Contractor shall provide all necessary equipment, materials, and supplies required to perform the work.

7. Insurance

7.1 General The Contractor shall provide all insurance legally required to perform this contract and shall maintain such insurance throughout the entire performance period.

7.2 General Liability The Contractor shall maintain General Liability insurance, including premises/operations, collapse hazard, products, completed operations, contractual liability, independent contractors, broad form property damage, and personal injury coverage, in at least the following minimum amounts:

7.3 The types and amounts of insurance identified above are minimum requirements. The Contractor shall obtain any additional insurance required by local law or customary for work of this nature.

7.4 For those Contractor employees assigned to this contract who are U.S. citizens or direct hires in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

7.5 The Government shall not be responsible for injury to Contractor personnel or damage to Contractor property arising from performance of this contract, except in cases of gross negligence by the Government. The Contractor shall hold harmless and indemnify the Government from claims arising from contract performance.

7.6 The Contractor shall obtain adequate insurance for loss of, theft of, or damage to materials and equipment in transit or storage.

7.7 Government as Additional Insured The Contractor's general liability policy shall name "the United States of America, acting by and through the International Broadcasting Bureau" as an additional insured with respect to operations performed under this contract.

7.8 Evidence of Insurance The Contractor shall provide evidence of required insurance within ten (10) calendar days after contract award. Failure to submit timely evidence of insurance may result in contract rescission or termination.

Coverage	Minimum Amount
Bodily Injury – Per Occurrence	KWD 50,000 / USD 500,000
Property Damage – Per Occurrence	KWD 25,000 / USD 250,000

8. Laws and Regulations

8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict between contract requirements and local law, the Contractor shall promptly notify the Contracting Officer and propose a course of action for resolution.

8.2 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent such compliance is not inconsistent with contract requirements.

9. Deliverables

Description	Quantity	Delivery To	Due Date
General Instructions	1	COR	30 days after award
Work Schedules	1	COR	Weekly
Quarterly Schedule	1	COR	30 days after award
Semi-Annual Schedule	1	COR	30 days after award
Annual Schedule	1	COR	30 days after award
Personnel List	1	COR	10 days after award
Evidence of Insurance	1	COR	10 days after award
Licenses and Permits	1	COR	Date of award

10. Quality Assurance and Surveillance Plan (QASP)

This plan provides a method to promote satisfactory Contractor performance. The QASP gives the COR a means to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet contract requirements. The Government's role is to monitor quality and verify that contract standards are achieved.

Performance Objective	SOW Paragraph	Performance Threshold
Janitorial Services	Section 1	All required services are performed in accordance with the SOW, including proper cleaning of assigned areas and timely completion of tasks, with no more than one (1) valid customer complaint per month.

10.1 Surveillance The COR will receive and document complaints from Government personnel regarding services provided. If appropriate, the COR will forward complaints to the Contractor for corrective action.

10.2 Standard The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer if services exceed this standard so that appropriate action may be taken under the inspection clause.

10.3 Procedures (a) Government personnel observing unacceptable or incomplete services shall immediately notify the COR. (b) The COR will document the complaint. (c) If the COR determines the complaint is invalid, the COR will advise the complainant and retain the record. (d) If the COR determines the complaint is valid, the COR will notify the Contractor and allow reasonable time for correction, if available. (e) At a minimum, the COR shall orally notify the Contractor of any valid complaint. (f) If the Contractor disputes the complaint, the COR will review the matter and determine validity. (g) Complaints will be considered resolved unless otherwise reported by the complainant. (h) Repeat complaints for the same deficiency are not permitted and may result in further contractual action.

11. Place of Performance

George A. Moore Jr.

Kuwait Transmitting Station

U.S. Agency for Global Media

Umm Al-Rimam (Adbally Road), Kuwait

PERIOD OF PERFORMANCE

ITEM	START	END
1	09/01/2026	08/31/2027
2	09/01/2026	08/31/2027
1001	09/01/2027	08/31/2028
1002	09/01/2027	08/31/2028
2001	09/01/2028	08/31/2029
2002	09/01/2028	08/31/2029
3001	09/01/2029	08/31/2030
3002	09/01/2029	08/31/2030
4001	09/01/2030	08/31/2031
4002	09/01/2030	08/31/2031

Section 2 - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

www.acquisition.gov

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.232-19	Availability of Funds for the Next Fiscal Year (Apr 1984)	
52.237-3	Continuity of Services (Jan 1991)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	

52.225-14 Inconsistency Between English Version and Translation of Contract (Feb 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days days *[60 days unless a different number of days is inserted]* 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 6 months (months) (years).

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2026)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

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

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

___ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved].

___ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

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

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

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

___ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

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

___ (14) [Reserved].

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

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

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

___ (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Jan 2025) of 52.219-9.

___ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

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

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

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

___ (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

___ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

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

___ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

___ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

___ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Mar 2026) (E.O. 13126).

___ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (34)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

- ___ (35)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (Jul 2014) of 52.222-35.
- ___ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (Jul 2014) of 52.222-36.
- ___ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ___ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (39)(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ___ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
- ___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
- ___ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
- ___ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
- ___ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).
- ___ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (Oct 2022) of 52.225-1.
- ___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (Jan 2025) of 52.225-3.
- ___ (iv) Alternate III (Feb 2024) of 52.225-3.
- ___ (v) Alternate IV (Oct 2022) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

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

___ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

___ (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

___ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

___ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

- (x) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xvi) (A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
- (xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)

(a) *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.

(b) *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.

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

(d) *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 at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(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) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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; and

(D) Contractor point of contact.

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

(6) *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 33.211 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 32.607-2).

(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 default termination.

(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 prescribed in FAR 32.608-2 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 hereunder 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. 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 hereunder 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) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(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 (u)(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.

(v) *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.

(End of clause)

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (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 FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. 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 (CO to edit and include the documentation required under this contract):

The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

52.236-13 Accident Prevention (Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will--

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of

costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that--

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes--

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

52.229-12 Tax on Certain Foreign Procurements (Feb 2021)

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

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means--

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
- (5) Any trust if--
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.
- (2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements--Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall--
 - (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
 - (ii) Comply with paragraph (c)(1) of this clause.
- (d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.
- (e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.
- (f) Taxes imposed under 26 U.S.C. 5000C may not be--
 - (1) Included in the contract price; nor
 - (2) Reimbursed.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

Addendum I: FAR 52.212-4(g) - Contract Products and Commercial Services (Invoices)

3.1 Addendum I: FAR 52.212-4(g) - Contract Products and Commercial Services (Invoices)

INVOICING STANDARD STANDBY SERVICES

All labor, and vehicle costs including those supporting Stand-by Services, shall be included within the Standard Services rate. Invoicing for the dispatch of Stand-By drivers shall be billed based on mileage/operating costs per kilometer. All trips not covered by Stand-by services as described in this section shall be part of the Temporary Additional Services. For the round trips exceeding 3 hours of driving time after working hours and during weekends the Contractor shall assign drivers and vehicles different than ones supporting Stand-By Services (Example: If a trip to transport USAGM employees to the NAIA airport after hours or during the weekend, the Contractor shall assign a driver and vehicle other than the Stand-By driver/vehicle scheduled to support Stand-By services during that time).

INVOICING TEMPORARY ADDITIONAL SERVICES

The Contractor shall include in its next regular invoice details of the temporary additional services and total mileage consumed (in kilometers) and waiting time (in 15-minute increments) for each dispatch. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services. It is reiterated the Contractor may NOT accept dispatch orders in excess of the Not to Exceed amount for the corresponding Contract Line Items without receiving a contract modification approved by the Contracting Officer.

VALUE ADDED TAX

Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

OFFERS AND PAYMENTS IN U.S. DOLLARS

U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed. FOREIGN FIRMS.

A Foreign Firm is any firm that does not meet the definition for a U.S. firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in local currency.

ATTACHMENT I - PRICE SCHEDULE

ATTACHMENT I

Attachment I – Bid Form (Price Schedule)

Offerors shall provide firm-fixed monthly prices for Contract Line Item Numbers (CLINs) associated with standard **janitorial services** (e.g., CLIN 0001 and corresponding option year CLINs). Prices shall include all labor, supervision, management, equipment, tools, cleaning materials, consumable supplies, disinfectants, transportation, insurance, permits, licenses, disposal costs, and all other resources necessary to perform the services described in the Statement of Work (SOW).

For additional pricing and payment conditions, refer to the Pricing Note.

Prices shall be submitted in U.S. Dollars (USD).

BASE YEAR (12 MONTHS)

CLIN	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
0001	Janitorial Services: Standard Services (Firm-Fixed Price)	Months	12		
0002	Additional Emergency and Unscheduled	LS	1	\$7,500.00	\$7,500.00

CLIN	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
	Janitorial Services, including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization.				

Total Base Year Price: _____

OPTION YEAR 1 (12-Months)

CLIN	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
1001	Janitorial Services: Standard Services (Firm-Fixed Price)	Months	12		
1002	Additional Emergency and Unscheduled Janitorial Services, including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization.	LS	1	\$7,500.00	\$7,500.00

Total Option Year 1 Price: _____

OPTION YEAR 2 (12-Months)

CLIN	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
2001	Janitorial Services: Standard Services (Firm-Fixed Price)	Months	12		
2002	Additional Emergency and Unscheduled Janitorial Services, including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization.	Lot (NTE)	1	\$7,500.00	\$7,500.00

Total Option Year 2 Price: _____

OPTION YEAR 3 (12-Months)

CLIN	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
3001	Janitorial Services: Standard Services (Firm-Fixed Price)	Months	12		
3002	Additional Emergency and Unscheduled Janitorial Services, including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization.	Lot (NTE)	1	\$7,500.00	\$7,500.00

Total Option Year 3 Price: _____

OPTION YEAR 4 (12-Months)

CLIN	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
4001	Janitorial Services: Standard Services (Firm-Fixed Price)	Months	12		
4002	Additional Emergency and Unscheduled Janitorial Services, including all materials, supplies, equipment, and disposal as required, not to exceed (NTE) \$7,500.00 per contract year. Services shall be performed only upon COR authorization.	Lot (NTE)	1	\$7,500.00	\$7,500.00

Total Option Year 4 Price: _____

TOTAL EVALUATED CONTRACT PRICE

Category	Amount (USD)
Base Year	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	

Total Evaluated Price: _____

PRICING NOTES

Payment will be made for services performed in accordance with the terms of the contract. Standard Services (CLIN 0001 and corresponding option year CLINs) shall be paid on a firm-fixed monthly basis.

CLIN 0002 and corresponding option year CLINs (e.g., 1002, 2002, etc.) are established for **Additional Emergency and Unscheduled Janitorial Services**, which are outside the scope of routine custodial services. These services include, but are not limited to, emergency cleaning, spill response, unplanned sanitation requirements, deep cleaning requests, and other unscheduled janitorial support as directed by the Government. This CLIN is inclusive of all labor, supervision, materials, supplies, equipment, and disposal as required to complete the work.

This CLIN is structured as a Not-To-Exceed (NTE) amount and shall not exceed **\$7,500.00 per contract year**. It shall be used strictly on an as-needed basis.

The quantity for CLIN 0002 is for administrative purposes only. Multiple emergencies or unscheduled janitorial tasks may be performed under this CLIN, provided the total cumulative amount does not exceed the established NTE value.

Work under CLIN 0002 shall be performed only upon prior written approval from the Contracting Officer or authorized Government representative. The Contractor shall submit a detailed, itemized cost estimate for each requirement. The Government will review and determine price reasonableness prior to authorization of work.

Payment shall be made only for services performed and accepted by the Government. The total amount payable under CLIN 0002 shall not exceed the established NTE amount unless formally modified by the Contracting Officer

OFFEROR INFORMATION

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT II - PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT II

PAST PERFORMANCE QUESTIONNAIRE				
CONTRACT INFORMATION (Contractor to complete Blocks 1-3)				
1. Contractor Information				
Firm Name:		CAGE Code:		
Address:		DUNs Number:		
Phone Number:				
Email Address:				
Point of Contact:		Contact Phone Number:		
2. Work Performed as:		Prime Contractor	Sub Contractor	Joint Venture Other (Explain)
Percent of project work performed:				
If subcontractor, who was the prime (Name/Phone #):				
3. Contract Information				
Contract Number:				
Delivery/Task Order Number (if applicable):				
Contract Type:		Firm Fixed Price Cost Reimbursement Other (Please specify):	Contract Title:	
Contract Location:				
Award Date (mm/dd/yy):				
Contract Completion Date (mm/dd/yy):				
Actual Completion Date (mm/dd/yy):				
Explain Differences:				
Original Contract Price (Award Amount):				
Final Contract Price (<i>to include all modifications, if applicable</i>): Explain Differences:				
CLIENT INFORMATION (Client to complete Blocks 4-7)				
4. Client Information				

Name: Title:

Phone Number: Email Address:

5. Describe the client's role in the project:**6. Date Questionnaire was completed (mm/dd/yy):****7. Client's Signature:**

NOTE: USAGM REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USAGM WITH THEIR PROPOSAL. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USAGM. PLEASE CONTACT THE OFFEROR FOR USAGM POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

RATING DEFINITION NOTE

(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.

(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/ Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
1. QUALITY:						
a) Quality of janitorial services, cleanliness standards, and attention to detail	E	VG	S	M	U	N
2. TIMELINESS OF PERFORMANCE						
a) Ability to complete work on time and adhere to schedules.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) Overall satisfaction of Government personnel/ end users with cleanliness, hygiene, and service quality.	E	VG	S	M	U	N
4. MANAGEMENT AND SUPERVISION						
a) Effectiveness of supervision, staffing, and responsiveness to issues.	E	VG	S	M	U	N
5. COMPLIANCE WITH SAFETY AND SECURITY REQUIREMENTS						
a) Adherence to safety procedures, restricted areas, and site rules.	E	VG	S	M	U	N

6. RESPONSIVENESS AND PROBLEM RESOLUTION						
a) Ability to address complaints, deficiencies, and corrective actions.	E	VG	S	M	U	N
7. QUALITY OF MATERIALS AND SUPPLIES						
a) Use of appropriate cleaning materials and consumables (e.g., soap, tissue, chemicals).	E	VG	S	M	U	N
8. OVERALL						
a) Overall contract performance	E	VG	S	M	U	N
9. GENERAL						
a) Compliance with contractual terms/provisions (explain if specific issues)	E	VG	S	M	U	N
b) Would you hire or work with this firm again? (If no, please explain below)		Yes			No	
c) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

Section 4 - Solicitation Provisions

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

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

www.acquisition.gov

[Insert one or more Internet addresses]

(End of provision)

52.204-7 System for Award Management (Nov 2024)

(a) *Definitions.* As used in this provision--

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements--Notice and Representation (Jun 2020)

(a) *Definitions.* As used in this provision--

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest (Sept 2006)

(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 [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.].

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2025)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that--

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$700,000.

(c) The certification shall state that--

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either--

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is 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.

(b) *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. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) 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) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *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 from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be 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.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by--

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at assisthelp@dlamail.mil.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved].

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall 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 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 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)

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

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are _____ [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

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

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

(c) *Representations.*

(1) The Offeror represents that it ___ does, ___ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ___ does, ___ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

(a) *Definition.* As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

- (2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.
- (3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.
- (d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.
- (e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.
- (f) Do not delay submission of the offer pending receipt of a CAGE code.
- (g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.
- (End of provision)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**
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- The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.
- (a) *Definitions.* As used in this provision--
- Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.*
- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

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

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

(d) *Representations.* The Offeror represents that--

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

Section 5 - Other1

SECTION 5: PROPOSAL INSTRUCTIONS

5.1 SECTION 5.0 - PROPOSAL INSTRUCTIONS

The Offeror's proposal must be complete in accordance with the solicitation, in which Section 1 has been filled out and the Offeror's Representations and Certifications are complete in their SAM.gov registration.

Attention is directed to the requirements for technical and business proposals to be submitted in accordance with the following instructions establishing the acceptable minimum requirements for the format and content of proposals.

Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP and signed by an official authorized to bind your organization. In addition, it must contain a statement to the effect that it is firm for a period of at least 120 days from the date of receipt thereof by the Government.

By submitting a proposal in response to this solicitation:

It is understood that your proposal shall become a part of the official contract file.

The Government will evaluate your proposal in accordance with the evaluation criteria set forth in Section 6 of this solicitation.

This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of your proposal. In addition, the Contracting Officer is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with this requirement.

Any resultant contract shall include all applicable clauses to the type of contract awarded. Copies of clauses may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included.

5.2 SITE VISIT/INQUIRIES/SUBMISSION

5.2.1 SITE VISIT INSTRUCTIONS

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.

A site visit has been scheduled for **July 28, 2026, at 8:00 AM, (Kuwait Local Time)** to All security cleared attendees should be at the front gate of (Kuwait Transmitting Station, Umm Al Rimam, Road no. 80, Mutla) at least 15 minutes earlier to allow security screening before site visit starts. Cellphones and any electronics are not allowed during the site visit.

Station Address:

USAGM - Kuwait Transmitting Station
Umm Al Rimam, Road # 80
13.5 KM North of Mutla

Note: To attend the site visit, interested offerors are limited to a maximum of two (2) representatives per company. Offerors shall submit the following information for each attendee **no later than 01:00PM on July 27, 2026.** (Kuwait local time) to **Nandana Chandraratne (NChandraratne@usagm.gov)** with a copy to **Sarath Raj (sraj@usagm.gov).**

The subject line of the email shall read: **"Site Visit Request – USAGM – Janitorial Services (SOLICITATION #: 951700-26-R-0008)"**

For security reasons, cell phones, cameras, laptops, tablets, and other electronic devices are prohibited during the site visit.

In addition, access will not be granted to individuals holding a Kuwait residency under Article 20 (Domestic Worker) or any other individual who does not meet Embassy security access requirements.

Civil ID Number	Full Name	Mobile number	Nationality

5.2.2 QUESTION SUBMISSION

SUBMISSION OF QUESTIONS DUE DATE: Deadline for receipt of questions are due no later than 12:00 PM Eastern Time (ET) on Thursday, 30 July 2026.

Offerors may submit written questions regarding the solicitation via e-mail to Nicole Wright, Contracting Officer at NWright@usagm.gov and attach Ms. Natalie Ellis at NEllis@usagm.gov. Questions received after this date run the risk of not being answered. Only written questions will receive a response. It is required that each question should include the document name, document date, specific page, paragraph, clause or other definitive citation requiring clarification.

Subject line for Questions is as follows: **Response to “Solicitation No.: 951700-26-R-0008 – Janitorial Services, Kuwait Transmitting Station.”**

5.2.3 PROPOSAL SUBMISSION

Proposal submissions must be submitted electronically via e-mail to Contract Specialist Nicole Wright at nwright@usagm.gov and to Contracting Officer, Natalie Ellis at nellis@usagm.gov.

5.2.4 PROPOSAL DUE DATE: Proposals are due no later than 12:00 PM Eastern Time (ET) on Monday, 10 August 2026.

Proposals shall be emailed to Ms. Nicole Wright, Contract Specialist at NWright@usagm.gov please copy the Contracting Officer at Ms. Natalie Ellis at NEllis@usagm.gov with the following in the subject line: **Response to “Solicitation No.: 951700-26-R-0008 – Janitorial Services, Kuwait Transmitting Station.”**

*****LATE SUBMISSIONS WILL NOT BE CONSIDERED AND SUBMISSIONS SENT BY FACSIMILE WILL NOT BE ACCEPTED*****

5.3 TECHNICAL AND BUSINESS PROPOSAL INSTRUCTIONS

Page size 8.5 by 11 inches with 1 inch margins. Paragraphs single spaced. Minimum font size/style 10 point Times New Roman font for Text, 9 point font in the Arial family for Tables, and 8 point font in the Arial family for Graphics. Tables and graphics may be landscape; all other text must be portrait. If the Offeror uses a different format (font size, margin, etc.), the government reserves the right to adjust the proposal to fit the parameters of the format as stated in the RFP, and if this results in the proposal exceeding the page limitations in any one area, the government will not consider those excess pages.

The Government will perform an initial review proposals/quotations received to determine compliance with the terms and Conditions of the solicitation. The Government may reject as unacceptable proposals which do not conform to the solicitation.

The below table shows the page limits to which Offerors' submissions must adhere.

Volume	Section		
	Cover Letter		
Section 1:	A. Discussion and Understanding of the Project and Work	15	
	B. Technical Approach (methods and techniques)	10	
	C. Personnel Qualifications and Relevant Staff Experience	6	

5.3.1 Assumptions, Conditions, or Exceptions

Offerors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with **any** of the terms and conditions of this solicitation including the SOW. If not noted in this section of your proposal, it will be assumed that the Offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein.

5.3.2 COMPLIANCE CHECKLIST

The following submittal requirements must be included in the offeror's package:

The Government reserves the right to reject proposals that fail to include all required information or rejects the terms and conditions of the solicitation. See Compliance Checklist below:

COMPLIANCE CHECKLIST	Yes	No
SF 1449 block 12		
SF 1449 block 17		
SF 1449 blocks 19 through 24		
SF 1449 block 30 if applicable		
SF 1449 filled out AND signed by person with signing authority		
Technical Proposal as follows:		
Name and qualification of Project Manager		
Evidence of permanent address and telephone listing		
Evidence of personnel, equipment, financial resources		
Licenses and permits		
Transition Plan		
Schedule		
Quality Assurance Plan		
Insurance		
Number of pages and font size compliance.		

Past Performance: References and past performance information going back 5 years.		
Price Proposal from Section 1 - Continuation Sheet and Attachment B.		
SAM Registration per FAR 52.204-7		

An authorized representative of your company must sign the SF-1449 including all amendments to the solicitation (SF30 documents) and all supporting documents or the proposal may be considered non-responsive.

5.3.3 Technical Proposal

Discussion and Understanding of the Project and Work

Offerors are required to demonstrate their ability and understanding of the SOW and to perform in all the Task Areas identified in the SOW, and as such, shall address each task area. The proposal shall demonstrate the methodology and technical approach to be applied under each task area to include the contractor's quality control process.

5.3.4 Technical Approach

At a minimum, this section must include:

- Description of the work to be conducted under each task and subtask.
- Methods and techniques for completing each discrete task including quality
- Strategies for addressing research/technical issues, identification of potential technical challenges and possible ways to overcome them.
- Understanding of the technical
- Contractor's quality control process

Personnel Qualifications and Relevant Staff Experience

Specific and relevant experience of the proposed Program Manager and key staff in all aspects of performing the required tasks and subtasks and preparing concise and clear reports and briefings.

5.4 Past Performance

List of clients over the past **five (5) years**, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the Offeror has not performed comparable services in the United States then the Offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the Offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an Offeror's capability to meet the solicitation performance requirements, including the relevance and successful Performance of the Offeror's work experience. The Government may also use this data to evaluate the credibility of the Offeror's proposal.

5.5 Business Proposal

The Offeror's Business Proposal shall be a **separate volume** from the Technical Proposal. The Offeror shall submit firm fixed prices for all items listed in Attachment I (including options). Pricing shall include all anticipated costs to fully perform all objectives as stated in the solicitation including option year pricing.

The contractor should complete the following table and include in their business volume

Pricing / Business Volume:

Complete Attachment I.

5.5.1 Organization Conflict of Interest Disclosure/Mitigation

In the Business Proposal, Offerors are required to identify actual and potential organizational conflicts of interest (OCI) related to the services described in the statement of work for itself, as well as employees, consultants and subcontractors proposed. This includes, but is not limited to:

- The existence of conflicting roles that might bias judgment; and
- Access to nonpublic information that will give the Offeror an unfair competitive

Offerors shall include an explanation of the process used to identify OCIs. If an actual or potential OCI is identified, the Offeror shall submit a mitigation plan as part of its proposal.

Offerors shall submit with their proposal an OCI affirmation, using the following language:

"I, (Name and Title), warrant that: 1) I am an official authorized to bind the entity; and 2) to the best of my knowledge and belief, actual and potential organizational conflicts of interest have been identified, and disclosed to the Contracting Officer (identify section of proposal) as of (Date)."

Section 6 - Other2

SECTION 6 - EVALUTION FACTORS

SECTION 6.0 - EVALUATION FACTORS FOR AWARD

The Government intends to award a commercial contract to the responsible Offeror whose proposal represents the best overall value after evaluation in accordance with the factors listed below.

The Government will select for award the most advantageous proposal representing the best overall value to the Government, based upon an assessment of non-price factors (e.g., Compliance Review, Technical Acceptability, Past Performance, etc.) and the Price Factor. All evaluation factors other than price, when combined are considered significantly more important than price.

The Government intends to evaluate proposals and may award a contract without discussions. However, the Government reserves the right to conduct discussions if determined by the CO to be necessary.

Therefore, each initial offer should contain the contractor's best proposal from both a price and a technical standpoint.

Proposals received in response to this solicitation will be evaluated by the Technical Evaluation Panel (TEP) in accordance with the evaluation criteria set forth herein. The Government intends to make one award to the responsible contractor whose proposal, conforming to the solicitation, is determined most advantageous to the Government, all technical and price factors considered.

The Government intends to evaluate proposals in accordance with FAR Part 12 and FAR Part 13.5 and may award a contract without discussions. However, the Government reserves the right to conduct discussions if determined by the CO to be necessary. Therefore, each initial offer should contain the contractor's best proposal from both a price and a technical standpoint.

Please note that formal debriefs are not required under FAR Part 12/13 procedures. If an unsuccessful Offeror requests an informal debrief after award, it will be solely provided via email only, and at the Contracting Officer's discretion.

The evaluation factors are as follows:

- **Factors**

- Factor 1: Technical Acceptability
- Factor 2: Past Performance
- Factor 3: Price

All evaluation factors other than price when combined are significantly more important than Price has not been assigned a numerical weight. Contractors are reminded that the Government is not obligated to award a negotiated contract on the basis of lowest proposed price, or to the contractor with the highest technical evaluation score. Although for this procurement, technical proposal merits are considered substantially more important than price when deciding which contractor might best perform the work, pricing factors and USAGM's budget may also be considered.

Factor 1: Technical Acceptability.

Technical acceptability will include a review of the Supervisor/Project Manager; Relevant Experience (and references); personnel (technicians/laborers), tools, supplies/materials and; licenses, permits and registration; and Management Plan, as defined in Section L, along with any technical information provided by the offeror with its proposal/quotation. Evidence that the offeror can provide the necessary personnel (technicians/laborers), tools, supplies, materials, and financial resources needed to perform the work;

The offeror shall address its plan to obtain all insurance, licenses, permits and registrations required by Law and the terms of this RFP. If offeror already possesses the required licenses and permits, a copy shall be provided, or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

The offeror's Management Plan for Janitorial Services to include but not limited to:

- A Work Plan taking into account all work elements in Section C, Statement of
- A Safety Plan taking into account all work elements in Section C, Statement of Work
 - Offeror shall provide a detailed safety plan for the requirements outlined in the Statement of
 - Offeror's safety plan shall meet the S. OSHA requirements for Janitorial services requirements.
 - General maintenance safety, special fall protection safety, and electrical power generator
- Identify types and quantities of supplies and materials required for performance of services under this Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- Plan of ensuring quality of services including but not limited to contract administration and

The Government will evaluate Factors 1 and 2 the following adjectival ratings:

Adjectival	Description
Exceptional	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

Factor 2: Past Performance:

List of clients over the past five (5) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). The Past Performance Factor evaluation will assess the relevance and breadth of the Offeror's experience and the quality of the Offeror's past The Government is seeking to determine whether the Offeror has experience that will enhance its technical capability to perform and whether the Offeror consistently delivers quality services in a timely and cost effective manner. In evaluating past performance, the Government will only take into consideration the relevant experience and past performance assessments from the Offeror's customers. However, the Government reserves the right

to use other relevant past performance information it obtains through other sources including other agency databases and information contained in trade literature.

Relevance of Experience: The Offeror's experience will be evaluated on the degree of relevance to the requirement on the basis of similarity in size, scope, complexity, technical difficulty, contract type, and period of performance. Only recent experience will be evaluated. Evaluations may include interviews with previous clients of the contractor and may include interviews with previous clients of proposed personnel.

Past Performance Assessments: The Offeror's past performance will be evaluated on the basis of information contained in the Offeror's proposal and the information that the Government obtains through other means. The past performance evaluation will assess the Offeror's record of providing high quality services of a similar nature in a manner that ensures maximum efficiency, timeliness, cost effectiveness and overall client satisfaction.

If some of the Offeror's experience is relevant and the rest is not, only the relevant experience will be evaluated for purposes of past performance. If no experience is relevant or the experience that is relevant cannot be evaluated due to a reference's failure to respond, a rating of neutral will be assigned for past performance as defined below.

The Government will evaluate Factors 3 using the following adjectival ratings.

<i>Rating</i>	<i>Symbol</i>	<i>Definition</i>
Neutral	N	No past performance available for evaluation. Offeror has asserted it has no equal or similar relevant past performance experience. Proposal receives no merit or demerit for this factor.
Outstanding	O	The Offeror's past performance demonstrates no issues, concerns, or risks associated with delivering timely services and performance. Past performance surveys and the Offeror's experiences indicate that the Offeror is capable of exceeding requirements of the contract. The Contractor has significant experience with equal requirements.
Good	G	The Offeror's record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past performance surveys and the Offeror's experience indicate the Offeror will meet or exceed requirements of the contract. The Contractor has experience with equal requirements.
Acceptable	A	The Offer's record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror's experience indicate the Offeror may have some problems during performance of the contract. The Contractor has limited experience with equal requirements.
Unsatisfactory	U	The Offeror's record of past performance indicates it will be unable to perform successfully on the contract.

Factor 3: Price

The Government will evaluate the total price (including all options) to determine the price reasonableness. The Government will evaluate the total price (including all options) to determine the price reasonableness. For a price to be reasonable, it must represent a price to the government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques as described in FAR 13.106-2. The Offeror shall submit firm fixed prices for all items listed in Section B (including options).

Best Value Determination. The best value will be determined by evaluating the offeror's compliance with the terms and conditions contained in the solicitation; Technical Acceptability, including the Past Performance/Experience; Personnel (technicians/laborers), Tools, Supplies, Materials; Licenses, permits and registration; and Management Plan and total price. The Government will also make a responsibility determination (see FAR 9.1).

ADDENDUM TO EVALUATION FACTORS, FAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of clause)

SELECTION FOR AWARD

Offerors should be aware that the Government shall perform a "best value analysis" and the selection for award shall be made to the Offeror/s whose proposal is most advantageous to the Government, taking into consideration the technical factors listed above and the total proposed price across all contract periods. Award will be made without discussions.

(End of Clause)

(END OF SECTION 6.0)