Soda Springs Janitor
1240LS26Q0043

Statement of Requirement
The United States Department of Agriculture (USDA), Forest Service (FS), Intermountain Region, Soda Springs Ranger District, Caribou-Targhee National Forest, has a need for janitorial services.

- See Attachments for more information
    1. C04a Attachment 1- Solicitation Terms & Conditions (this document)
    2. C04b Attachment 2- Performance Work Statement
    3. C04c Attachment 3-Office Layout and Photos
    4. C04d Attachment 4- Schedule of Items
    5. C04e Attachment 5- Past Performance Data Sheet
    6. C04f Attachment 6- Team Partner Consent Form
    7. C04g Attachment 7- Biobased Product List
    8. C04h Attachment 8- Equipment List
    9. C04i Attachment 9- Contractor Credentialing-Training Requirements.
    10. C04j Attachment 10- Wage Determination

A site visit has been scheduled for July 1, 2026 at 1:00 pm Mountain Time.

Interested vendors shall meet the COR at the Soda Springs Ranger District Office located at 410 East Hooper Ave, Soda Springs, Idaho 83276 at the scheduled time. Vendors are not required to submit any information to attend the site visit, but they will be asked to fill out an attendance sheet (Company Name, Employee Name, Phone Number, and Email Address).

Questions shall be submitted via email to Christine.M.Hansen@usda.gov and are due no later than July 2, 2026, at 1:00 PM Mountain Time. Answers will be posted on or around July 7, 2026 1:00 pm Mountain Time. Please include the solicitation name and number as the subject line of the email.

This solicitation closes on July 14, 2026 at 1:00 PM Mountain Time. See 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025) for instructions. Submit quotes via email to CO, Chris Hansen at Christine.M.Hansen@usda.gov.

AT A MINIMUM, QUOTERS SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1449, Sign and date boxes 17a and 30a, 30b & 30c. (See Attachment 2).
2. Schedule of Items (including Quoter's Company Information) (See Attachment 4).
3. Any SF-30 Solicitation Amendment that may be issued.
4. Technical Response as Identified in Evaluation Criteria and Basis for Award, Technical Approach, Past Performance, and Price (See Pages 13-15)
5. Past Performance Datasheet (See Attachment 5)
6. Team Partner Consent Form (See Attachment 6)
7. Biobased Product List (See Attachment 7)
8. Equipment List (See Attachment 8).

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998
This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

The following clauses are mandatory in all solicitations and contracts - Do not delete these.

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

<u>The following clauses are applicable if checked:</u>

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☒ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☐ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☐ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☐ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

Employee Class	Monetary Wage -- Fringe Benefits
Janitor	$17.22 + Fringe

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 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)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
☐ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☐ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☒ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
☐ 52.237-3 Continuity of Services (Jan 1991)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

52.217-8 Option to Extend Services (Nov 1999)
30 calendar days prior to contract expiration
52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(a) 30 Calendar days prior to contract expiration and 60 days
(c) five years.

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

(a) By entering into this contract, the Contractor certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The Contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.
(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

(1) Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

(2) Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract shall govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms shall be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier

agreement or through the use of clickwrap, browsewrap, “I agree” mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration shall not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government’s prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor’s signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.
(End of Clause)

452.204-71 Personal Identity Verification and Workforce Integrity of Contractor Employees (Apr 2026)

(a) Compliance with PIV Requirements. The contractor must comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series, Homeland Security Presidential Directive 12, and any implementing guidance issued by the Contracting Officer. The contractor must appoint a representative responsible for PIV compliance and must maintain a current list of employees eligible for a USDA LincPass or otherwise authorized to perform work under this contract.

(b) PIV Sponsor Availability. The PIV Sponsor for this contract is the designated Government point of contact identified in the contract, typically the COR unless otherwise specified. The Government

will notify the contractor of any changes. The contractor remains responsible for meeting all PIV obligations regardless of changes in sponsor availability.

(c) Contractor Workforce Integrity and Accountability. The contractor is fully responsible for ensuring that all individuals performing under this contract are properly vetted, eligible for access, authorized to perform the work, and accurately represented. At a minimum, the contractor must implement lawful and effective internal controls to:

(1) Verify the identity, work authorization, and qualifications of all personnel assigned;

(2) Ensure only the individuals presented to USDA for PIV enrollment or identity verification perform work;

(3) Detect and address indicators of identity fraud, unauthorized substitution, or other workforce integrity risks; and

(4) Ensure continuous oversight of personnel, including remote workers, in accordance with any reporting requirements specified in the Contract.

(d) Mandatory Removal and Replacement. If the Government determines that a contractor employee fails to meet eligibility, security, integrity, or performance requirements, the Contracting Officer may direct the contractor to remove the individual from performance. The contractor must:

(1) Remove the employee immediately upon notice;

(2) Provide a qualified replacement at no additional cost to the Government; and

(3) Ensure continuity of operations so as not to impact mission requirements.

(4) Failure to promptly remove or replace employees when directed may result in remedies including withholding payment, termination, or other actions authorized under this contract.

(e) Impact on Contractor Performance. Contractor compliance with this clause, including timely removal and replacement of personnel, adherence to PIV requirements, and maintenance of workforce integrity, is a material requirement of this contract. Incidents of identity discrepancies, failure to maintain an eligible workforce, submission of personnel who do not match verified identities, unauthorized substitutions, or failure to comply with Government direction may result in termination and will be documented in the contractor's performance assessment and reflected in the Contractor Performance Assessment Reporting System (CPARS).

(f) Subcontractor Applicability. The contractor must include this clause in all subcontracts requiring routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system. The contractor is accountable for ensuring subcontractor compliance.

(g) No Government Direction of Hiring Practices. Nothing in this clause authorizes the Government to direct the contractor's internal hiring processes or require the disclosure of personal information beyond what is authorized by law, regulation, or contract terms. The contractor remains solely responsible for determining lawful methods to meet the requirements of this clause.
(End of Clause)

Solicitation Information All of the information in this section can be removed after solicitation so you have your award document ready.

Award Type

It is anticipated that a firm fixed price contract consisting of one (1) base period and four (4) one-year option periods will be awarded as a result of this synopsis/solicitation. The total duration of this contract shall not exceed five (5) years, six (6) months.

Evaluation and Basis for Award
The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the best value to the Government.

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

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

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

Factor 1 - Technical Approach: The technical approach will evaluate the ability of the offeror to provide a sound, compliant approach, that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:
Document describing the ability of the offeror to meet the performance requirements listed in the Statement of Work (SOW), including a detailed explanation of the offeror's approach to accomplishing the work listed in the SOW, addressing:

- -Contractor-furnished property,
- -Sustainable acquisition/bio-based product information.
- -Technical specifications (Basic Cleaning Services, Basic Restroom and Utility Room Cleaning Services, Periodic Cleaning Services,
- -Frequency/schedule
- -General information,
- -Maintenance problems,
- -Supervision, security, and qualifications,
- -Biobased product information,

-Subcontractor (if applicable).

This factor will receive one of the adjectival ratings defined below. To receive an acceptable rating in this factor, all items described above must be addressed.

Rating	Description
Acceptable	Offer Clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

Factor 2 - Past Performance:

The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services and/or products being procured under this solicitation. Past performance areas of evaluation include quality, timeliness, business practices, and customer satisfaction.

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA or other federal agency and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS).

Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

Relevancy Assessment. An assessment of the past performance information will be made to determine if it is relevant. To be relevant, the effort must be the same or similar in nature, size, magnitude, complexity, and scope to the services and/or products being procured under this solicitation. Past performance information that fails this condition will not be evaluated.

Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below. An award will not be made to any offeror who receives an "Unacceptable" past performance rating.

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

Factor 3 - Price: Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror shall provide pricing as requested in the attached spreadsheet titled "Attachment 3 Schedule of Items".

Price is not formally scored but is the primary evaluation factor for determining award. The government expects competitive offers to be submitted for this procurement and will use these competitive offers to determine price reasonableness. If competitive offers are not received, the Government reserves the right to utilize other methods identified in the FAR to determine price reasonableness.

Completeness. Each offeror is required to provide complete pricing for each contract line listed in the schedule of items.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Options for this requirement will be evaluated in accordance with FAR Clause 52.217-5. Evaluation of options shall not obligate the Government to exercise the options(s).

The Government will evaluate the option contained in clause 52.217-8 – Option to Extend Services by adding to the total price 6 months of the unit price for the final option period. Evaluation of this option shall not obligate the Government to exercise this option. The offeror SHALL NOT include pricing for this option period on their offer.

Definitions:
Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
Completeness/Accuracy. The offeror is in compliance with the Schedule of Items and Price Sheet contained/attached within the solicitation (see Attachment 3).

Evaluation Method:
All quotations will be evaluated to identify the offeror presenting the best value solution based on the stated evaluation criteria.

Award will be made to the offeror whose proposal is determined to be the best value, provided that:
The technical approach is assessed as acceptable,
Past performance is assessed as acceptable or neutral, and
The proposed price is fair and reasonable.

Award will not necessarily be made to the lowest-priced offeror. Tradeoffs may be conducted.

Qualification Requirements

Offerors, or the product or service, are not required to meet a qualification requirement to be eligible for award.

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)

AT A MINIMUM, QUOTERS SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1449, Sign and date boxes 17a and 30a, 30b & 30c. (See Attachment 2).
2. Schedule of Items (including Quoter's Company Information) (See Attachment 4).
3. Any SF-30 Solicitation Amendment that may be issued.
4. Technical Response as Identified in Evaluation Criteria and Basis for Award, Technical Approach, Past Performance, and Price (See Pages 13-15)
5. Past Performance Datasheet (See Attachment 5)
6. Team Partner Consent Form (See Attachment 6)
7. Biobased Product List (See Attachment 7)
8. Equipment List (See Attachment 8).

FAR 52.212-1 is amended as follows:

Period for acceptance of offers.
The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

Questions shall be submitted via email to Christine.M.Hansen@usda.gov and are due no later than July 2, 2026, at 1:00 PM MST. Answers will be posted on or around July 7, 2026 1:00 pm MST. Please include the solicitation name and number as the subject line of the email.

This solicitation closes on July 14, 2026 at 1:00 PM MST. See 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025) for instructions. Submit quotes via email to CO, Chris Hansen at Christine.M.Hansen@usda.gov.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

☐ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (Nov 2025)
52.233-2 Service of Protest (Sep 2025)
52.237-1 Site Visits (Apr 1984)
52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)

AGAR Provisions

452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

(a) By submission of its offer, the offeror certifies that:

(5) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(6) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender

Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the
above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Ombudsman Program

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

Informal Forum with the Ombudsman

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Election of Forum. By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.