

Version 1.1



SOLICITATION NUMBER: G S-01P-13-BW-D-0012

SERVICE: CUSTODIAL AND RELATED SERVICES

LOCATION(S): SSA Littleton
177 Main Street
Littleton, NH 03246

PERIOD OF PERFORMANCE: 09/01/2013 – 08/31/2014

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ACT AND ASSIGNED OMB CONTROL NO. 3990-0163.

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C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 Definitions

C.1.0 General Program

C.1.0.0 Above Standard Services

Above Standard Services are services not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

C.1.0.1 Acceptance

The term constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.1.0.2 Approval

"Approval" means the Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, MSDS Sheets, etc.), and has determined the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations.

C.1.0.3 Building

A reference to "facility" and "site" is interchangeable with "building". A man made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

C.1.0.4 Cleanable Square Feet

Is the Gross Square Feet minus walls (approx. 1.5% of gross square feet) minus non-cleanable areas such as electrical closets, mechanical rooms, storage rooms, raised floor computer rooms, etc.

C.1.0.5 Contracting Officer (CO)

Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

C.1.0.6 Contracting Officer's Representative (COR)

Contracting Officer's Representatives (COR) shall be appointed by letter from the CO. CORs will be the primary Government representatives for the administration of Contract, shall have proper training and experience in inspecting contracts, but will not have the authority to modify the contract.

C.1.0.7 Contractor

Reference to "Contractor" throughout the SOW even for those references to subcontracted type tasks shall mean the responsibility of the contract service provider.

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C.1.0.8 Custodial

A reference to “custodial” is interchangeable with “janitorial”. Custodial and related services include cleaning, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

C.1.0.9 Environmentally Preferable

Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

C.1.0.10 Federal Holidays

Federal holidays are New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Christmas Day. When Federal Holidays fall on weekends, a weekday is typically designated as the holiday.

C.1.0.12 Green Cleaning

Green Cleaning is a planned and organized approach to cleaning specifically designed to protect building occupant and worker health, while at the same time reducing environmental impacts.

C.1.0.14 Modification

Modification is a bilateral or unilateral change in the terms of a contract.

C.1.0.15 Ordering Official

Ordering Officials shall be appointed by letter from the CO. Ordering Officials will be the Government’s representative for the ordering of supplies and services.

C.1.0.16 Performance Based Service Contracting

The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

C.1.0.17 Product Preference

Products that are identified as “environmentally preferable”, and bio-based will be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

C.1.0.20 Sanitize

Removing dirt and certain bacteria so that the number of germs is reduced to such a level that the spread of disease is unlikely

C.1.0.21 Service Calls

Service calls are considered standard service requirements, such as nonrecurring requests for rearranging of furniture in a conference room, special event support, spills, replenishing restroom supplies, etc.

C.1.0.22 Standard Services

A standard service is defined as all services that are included in the monthly price or as defined in the Contract document. Prices are to include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management.

C.1.0.23 Stewardship

Responsibility for managing, conducting or supervising the quality, state or condition of a commercial or institutional building.

C.2 OBJECTIVES AND SCOPE

This contract is for custodial and related services with a Performance-Based Statement of Work (PBSOW) for **Janitorial Services at the Littleton, NH Social Security Administration**. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. The contract shall consist of two major functional areas: standard services, and above standard services.

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise do all things necessary to or incident to, perform and provide the work efforts described in this Section C.

C.2.0 Cleaning Hours

The performance of the cleaning shall take place between the hours of **7:30 A.M.** and **4:30 P.M.** The hours shall not be changed unless authorized by the CO or his/her designee.

Cleaning services at the Littleton SSA Building shall be limited to no more than **three (3) hours** daily.

C.2.1 The Contractor Shall

1. Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract.
2. Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
3. Keep the CO or his/her designee informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the CO or his/her designee.
4. Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.

C.3 GREEN CLEANING

The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a green cleaning plan, in accordance with Submittals Chart for Contract Deliverables in this specification, to the CO or his/her designee that describes methods, materials, and equipment used under the contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment. Unlike a traditional cleaning program, a green

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custodial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on health and the environmental impacts.

A list of green cleaning product attributes and an analysis of their availability is found in Section J, Exhibits 4 and 5. Green cleaning products and processes include, but are not limited to products containing recycled content, environmentally preferable products and services, bio-based products, and products and services that minimize the use of energy, water, and other resources. Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. In addition to compliance with these requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), Carpet and Rug Institute (CRI), and applicable standards of the Environmental Protection Agency (EPA).

The Contractor shall use safe and environmentally preferable products that are United States Department of Agriculture (USDA) designated bio-based products, Comprehensive Procurement Guidelines (CPG), Green Seal™ certified, <http://www.greenseal.org/FindGreenSealProductsAndServices.aspx>, and/or Design for the Environment and compliant with applicable Executive Orders. The Contractor shall use only Green Seal certified products for the following categories of products: floor strippers, hand soaps, odor control/neutralizers, paper towels and upholstery and rug cleaners. For those categories not covered by the Green Seal Standard's preference will be given to those products meeting the California Code of Regulations maximum allowable VOC levels for the appropriate cleaning product category(California Air Resource Board/California Code of Regulations (CCR), Title 17 CCR Section 94509 – (Topic cited; Standards for consumer products at www.calregs.com).

If cleaning products that meet these criteria are not available only then can the cleaning Contractor use other type products. In such cases the Contractor shall continue to use to the extent possible the safest and most environmentally friendly products.

The Contractor shall provide a list of environmental product and equipment to the CO or his/her designee in accordance with the Submittals Chart Contract Deliverables in this specification.

C.4 STANDARD SERVICES

C.4.1 Interior

The Contractor shall provide interior standard services for the work items listed below.

C.4.1.0 Performance Standards

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractors work shall be based on the standards in this Section and conducted in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

C.4.1.1 Floor Care

The Contractor shall provide a floor maintenance schedule to the CO or his/her designee in accordance with Submittals Chart for Contract Deliverables.

Bare Floors

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Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopped floors are to be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Asbestos Containing Building Material (ACBM): Cleaning of flooring that may contain asbestos material, such as vinyl asbestos tile (VAT), shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, "Asbestos Operations and Maintenance Work Practices". The Contractor shall have a copy of the NIBS Guidance Manual. Upon request, the Government shall make available to the Contractor any asbestos sampling results.

Stripping: The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. **UNDER NO CIRCUMSTANCES SHALL BURNISHING OR DRY STRIPPING METHODS BE USED.**

Finishing: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The applied finished area shall have a uniform luster.

Sealing: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

C.4.1.2 Carpet and Rugs

Extraction: See section C.5

Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material.

Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program.

C.4.1.3 Floor Mats and Runners

The Government shall furnish all mats and runners. Mats and runners shall be laid out as specified by the CO or his/her designee at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the CO or his/her designee so they can be replaced.

C.4.1.4 Restrooms

Cleaning: Areas shall be cleaned and with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluid and waste, and graffiti.

Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

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Dispensers: The Government shall provide all dispensers. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Hand soaps shall not contain antibacterial agents except where required by Federal, State, local requirements and health codes. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense.

Floors: The quality standard for providing standard service is the same as that described for Floor Care in the Standard Service Section in C.4.1.1.

Receptacles: The Government shall provide receptacles. The Contractor shall empty, clean, and sanitize sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR 1910.1030 (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

C.4.1.5 Fixtures

Clean and Sanitize: Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

Drinking fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustation. Drinking fountains shall be sanitized and present a lustrous appearance.

C.4.1.6 Surfaces

Horizontal surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.

Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70" of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

C.4.1.7 Walls

Clean Spots and Marks: Wall surfaces from the floor to the ceiling shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

C.4.1.8 Dusting

Surfaces shall be dust free (i.e. with a preference in using a micro-fiber or damp cloth, or backpack vacuum fitted with the appropriate dusting tools).

C.4.1.9 Trash, Wastebaskets, and Ash Receptacles

Trash: All trash (including restrooms) shall be collected and removed daily. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

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C.4.1.10 Recyclables

Collection: The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building.

Reporting: The waste Contractor hauler shall submit reports showing the total trash hauled off site. Solid waste hauling reports shall contain sufficient data to calculate waste diversion and cost avoidance rates (i.e. tipping fee, tons removed/disposed, tons removed/recycled, etc.), and meet other requirements of the Resource Conservation and Recovery Act, and Executive Order 13514.

Reports prepared by the Contractor shall be submitted to the Government electronically. Paper used by the Contractor shall be printed on double-sided paper containing a minimum of 30 percent post consumer recycled content. **See Exhibit #3.**

C.4.1.11 Plate Glass

All glass (to include glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy.

C.4.1.12 Window Washing: Interior & Exterior

Cleaning: Windows shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, and other surroundings of glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned annually. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleanings of both sides of the windows shall be coordinated to maximize cost effective operations as directed by the CO or his/her designee.

C.4.1.13 Blinds

Dusting of Blinds: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the CO or his/her designee for repair.

C.4.1.14 Policing

Areas: All building areas shall be free of papers, trash, and other discarded material.

C.4.2 Exterior

The Contractor shall provide exterior standard services for the work items listed below.

C.4.2.0 Performance Standards

The Contractor shall provide all resources, labor, tools, equipment, transportation, hauling away and disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

C.4.2.1 Plate Glass

All glass (to include spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.

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C.4.2.2 Canopies

Cleaning: All canopies and anything affixed to, or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

C.4.2.3 Hard Surface Areas

Cleaning: All areas (sidewalks, brick areas, hard surfaces, parking areas, driveways, ramps, lanes, etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

C.4.2.4 Ash Receptacles and Trash Containers

Cleaning: All trash shall be collected and removed to a location designated by the CO or his/her designee. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

C.4.2.5 Graffiti Removal

Remove graffiti using normal cleaning methods (e.g., normal graffiti removal cleansers or solvents.) Graffiti that cannot be removed with such methods shall be reported to the CO or his/her designee.

C.4.2.6 Excrement Removal (Human, avian and rodent)

Cleaning: All steps and stairs, entrances, sidewalks, landings, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of cautionary requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards and OSHA approved Federal State and local regulations.

C.4.2.7 Policing Outside Areas

Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, driveways, etc) shall be clean of gum, litter, debris, paper, trash, and other discarded material.

Unimproved grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.

Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded material.

C.5 ABOVE STANDARD SERVICES

The Contractor shall provide interior and exterior above standard services to fulfill the Government's intermittent need for work. These services are in addition to the services specified as a standard service.

For bidding purposes, assume the following:

Additional Service Requests - 10 Hours per Year
Emergency Callback Requests- 10 Hours per Year.

The Contractor shall not divert workforce to accomplish above standard services.

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Submit to the CO or his/her designee after contract award a commercial price list for above standard service listed item(s). The commercial price(s) shall include the duration that the price is valid, minimum quantities to be ordered and any other stipulations that may apply. Unless otherwise requested by the Ordering Official, commercial prices for these services should be given by the square foot for any work defined in terms of its floor space. Work items whose unit of quantity is listed as "each" should be on a "per item" basis (per blind, per window, per tree, etc.). However, the Ordering Official may request that the Contractor provide work line items on another basis, "per job" (quantity times unit price).

The Government reserves the right to obtain supplies and services from other sources if determined that prices are not found fair and reasonable, based on competitive fair market prices.

C.5.0 Carpet Extraction

Extraction: Build-up spills or crusted material shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall coordinate with the CO or his/her designee the times when carpet shall be cleaned. The carpet shall be dry before customers occupy the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of agency owned equipment or furnishings is not the responsibility of the contractor.

C.6 SERVICE CALLS

Contractor shall respond to service calls during building(s) operating hours (see Building Information Data Sheet in Section J) AND during the Contractor's regular cleaning schedule.

Service calls shall be monitored and satisfactorily responded to in a timely manner. Contractor shall include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the CO or his/her designee.

The costs of service calls shall be reimbursed to the Contractor if the request is **outside of the Contractor's regular cleaning schedule.**

Service calls that the CO or his/her designee determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

C.7 PROTECTION AND DAMAGE

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions and property damage. To the extent that relevant conditions or activities are noted but are not associated with the Contractor's scope, the Contractor shall promptly report such conditions or activities to the CO or his/her designee or to security personnel.

C.8 PEST INCLUDED AND EXCLUDED

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this exhibit.

The following pests are excluded from this contract and should be ordered by the region under a specialized contract:

- Birds, mosquitoes
- Snakes
- Vertebrates that are not commensal rodents
- Bats
- Termites
- Other wood-destroying organisms

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- Bed Bugs

C.9 FEDERAL REQUIREMENTS

A. The Contractor shall comply with all applicable Federal, state and local laws, regulations and codes, including any supplements or revisions as specified. The Contractor shall obtain all applicable licenses training, and permits. If a change in law and regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price, the Contractor shall implement the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated a modification to the Contract will be issued.

B. The Contractor shall furnish to the CO or his/her designee all Material Safety Data Sheets (MSDS) for any materials used in the performance of this contract. All new products used during the life of the contract must have MSDS provided to the CO or his/her designee prior to bringing these products on site and being used. The Contractor shall use only commercially available products that meet Federal, State, and local codes.

C. Contractor shall maintain the MSDS in a location accessible to all employees (in accordance with 29 CFR 1910.1200) and shall advise the CO or his/her designee of their location. The MSDS shall be kept up to date and be available for inspection by the CO or his/her designee on request. The Contractor shall take every precaution to ensure that environmental friendly products are used. An inventory list of products to be used under this contract shall be provided to the CO or his/her designee. The CO or his/her designee shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract.

D. The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records showing the monthly cost and amount of green cleaning products and materials purchased shall be provided to the CO or his/her designee by the Contractor so that this report can be submitted as required by the Resource Conservation and Recovery Act (RCRA), USDA, and EO 13514.

- a. Bio-based: The Contractor shall provide a list of USDA-designated bio-based products purchased October 1 - September 30, during the previous fiscal year. The Contractor shall submit the report to PBSbiobasedreporting@gsa.gov no later than October 31 of each year during contract performance and at the end of contract performance. In addition, the reports shall be submitted to the environmental point of contact (EPOC) as identified in FAR Clause 52.223.2, and a copy to the CO or designee.
- b. Non bio-based: The Contractor shall submit a report of all non-bio-based environmentally preferable and CPG products, as well as non-green products.

The Contractor shall partner with CO or designee in completion of these reports. Samples of reportable information and formats are provided in Section J, Exhibits 2 and 3.

C.9.1 Supporting Documentation

The Contractor shall maintain documentation to support all the above reported activities (i.e. waste hauling, recycling, green purchases, etc.).

C.9.2 Filing Dates

Annual reports (except as otherwise specified) for the previous FY shall be submitted to the CO or his/her designee no later than November 15th of the following FY (e.g. October 2010-September 2011 report would be due NLT November 15, 2011).

C.10 SUBMITTALS CHART (CONTRACTOR DELIVERABLES)

DATES DUE PRIOR TO START OF WORK UNLESS OTHERWISE STATED

ITEM	SUBMIT DATE	RECEIVED	
		YES	NO
Section C			
Cleaning Schedule	5 days		
Material Safety Data Sheets (MSDS) with inventory list of products	5 days		
Hazardous Materials Inventory	5 days		
Inventory List of Products (non-hazardous)	5 days		
Bio-based Product Report	October 31 Annually		
Solid Waste and Recycling Report	The 15 th day of the month following the reporting month		

H. Special contract requirements

H.1 Contractor Responsibilities

H.1.0 Qualifications of Personnel

A. Qualifications of Contractor Personnel

The personnel employed by the Contractor shall be capable employees, trained and qualified in the related type service requirements.

H.1.1 Miscellaneous Requirements

1. Lights and faucets shall only be used in areas where and when the work is actually being performed.
2. The workers will not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
3. Participate in building fire and civil defense drills.
4. Report fires, hazardous conditions, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the CO or his/her designee.
5. If applicable, lock rooms after cleaning and return keys to designated office.
6. Turn in lost and found articles to the CO or his/her designee.
7. Notify the security on duty when unauthorized or suspicious person(s) are seen on premises.
8. Notify CO or his/her designee of any observed hazardous material, or Universal Waste materials in trash or recycling receptacles.
9. The workers shall adhere to GSA's 'No Smoking Policy'

H.2 ASBESTOS AWARENESS TRAINING

The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training appropriate to their level of activity and OSHA class of work in accordance with CFR 40-763

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http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr763_06.html and 29 CFR 1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR 1910. The training shall be provided by the Contractor for their employees, at no additional expense to the Government, within sixty (60) calendar days of the employees commence of employment on this contract. The Contractor shall submit written certification to the CO or his/her designee within five (5) days of the completion of training.

H.3 GSAR 552.237-70 Qualifications of Offerors (MAY 1989)

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

H.4 GSAR 552.237-71 Qualifications of Employees (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.5 Compliance with Security Requirements

(a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.

(b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

H.6 Identification Credential

(a) Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.

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(b) Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.

(c) All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.

(d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.

(e) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential

H.7 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.8 Removal from Contract Work

(a) As provided in the clause entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.

(b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

(c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.

(d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

H.9 Sensitive but Unclassified (SBU) Building Information

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a "need to know" basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

H.10 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use GSA or tenant agency supplies, equipment or telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his/her employer, and the Federal Government. No smoking is allowed in the building.

h.11 RECORDING PRESENCE

Each contract employee must sign-in when reporting for duty and sign out when leaving at the end of the workday. The GSA Form 139 (Record of Time of Arrival and Departure from Building) designated for use by Contractor personnel only, shall be used for this purpose.

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h.12 GOVERNMENT FORMS

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the CO or his/her designee.

h.13 OTHER CONTRACTORS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors or Government employees. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the CO or his/her designee. In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or by Government employees.

h.14 ORDINANCES, TAXES, PERMITS AND LICENSES

Without additional expense to the Government, the Contractor shall fully comply with: (a) all local, city, state and Federal laws, regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

SECTION I contract Clauses
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Note: the full text version of the clauses incorporated by reference in this solicitation can be found in the Federal Acquisition Regulation (FAR). The FAR can be accessed at the following internet address: <http://www.arnet.gov/far/>

Clauses Incorporated By Reference

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (SEPT 2007)

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (JUNE 2010)

FAR 52.216-22 Indefinite Quantity (OCT 1995)

Contractor shall not be required to make any deliveries under this contract after **31 January 2019**

Note: the minimum guarantee under this contract is \$1,000.

FAR 52.216-27 Single or Multiple Awards (OCT 1995)

FAR 52.217-8 Option to Extend Services (NOV 1999)
30 days

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
30 days
60 days
5 years 6 months

FAR 52.222.17 Nondisplacement of Qualified Workers (JAN 2013)

FAR 52.228-5 Insurance – Work on a Government Installation (JAN 1997)

Clauses Incorporated By Full Text

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov> .

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

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- (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2013)

(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 items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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 items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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___ (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) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

X (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

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- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (July 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (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.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 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 (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) 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 items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

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___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

X (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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, 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 items. 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 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.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

 ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

52.223.1, Biobased Product Certification (May 2012)

52.223-2, Affirmative Procurement of Biobased Products Under Service And Construction Contracts (Jul 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

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(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report not later than—

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

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: PBSbiobasedreporting@gsa.gov

(End of clause)

52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997)

52.223-5, Pollution Prevention and Right-to-Know Information (May 2011)

52.223-7, Notice of Radioactive Materials (Jan 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

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(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

52.223-10, Waste Reduction Program (May 2011)

52.223-11, Ozone-Depleting Substances (May 2001)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)

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52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)

52.223- 19, Compliance with Environmental Management Systems (May 2011)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) **Provisions.**

X 552.237-70 Qualifications of Offerors

(b) **Clauses.**

X 552.203-71 Restriction on Advertising
552.211-73 Marking
X 552.215-70 Examination of Records by GSA
552.215-71 Examination of Records by GSA (Multiple Award Schedule)
552.215-72 Price Adjustment—Failure to Provide Accurate Information
552.219-70 Allocation of Orders—Partially Set-Aside Items
X 552.228-70 Workers' Compensation Laws
552.229-70 Federal, State, and Local Taxes
Discounts for Prompt Payment

X 552.232-72 Final Payment

X 552.237-71 Qualifications of Employees
552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
552.238-74 Industrial Funding Fee and Sales Reporting

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **09/01/2013 through 05/31/2019**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000.00** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor—

(1) Any order for a single item in excess of **\$25,000.00**;

(2) Any order for a combination of items in excess **\$25,000.00**; or

(3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

INSURANCE:

The Contractor must refer to the FAR clause 52.228-5 "Insurance - Work on Government Installation" incorporated by reference herein. The coverage's specified below, pursuant to Subpart 28.307 of the Federal Acquisition Regulation (FAR), are the minimum insurance required.

(a) **Workers' Compensation and Employer's Liability.** Contractors are required to comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) **General Liability.** The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) **Automobile Liability.** The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(End of clause)

NOTICE TO PROCEED

The Contracting Officer will issue the Notice to Proceed on this contract only after receipt from the contractor, and approval by GSA, of:

1. All required security clearance documents;

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- 2. The required cleaning schedule; and
- 3. A Quality Control Plan.

PERFORMANCE BASED SERVICE CONTRACT

This contract is a performance based service contract.

SUBCONTRACTING PLAN

RESERVED

J List of Attachments

EXHIBIT 1 - BUILDING INFORMATION SHEET

1. BUILDING DATA:

Name and building number:	<u>SSA Littleton Office Building – NH0033ZZ</u>
Location:	<u>177 Main Street, Littleton NH 03561</u>
Number of stories:	<u>One Story</u>
Normal Building Operating Hours:	<u>7:30 AM TO 5:00 PM</u>
Population:	<u>16</u>

2. BUILDING STATISTICS:

INTERIOR

Gross	<u>4,777</u>	SF*
Rentable	<u>4,581</u>	SF*
Occupied	<u>3,964</u>	SF*

GENERAL / PUBLIC SPACE

VCT Floor	<u>0</u>	SF
Ceramic Tile	<u>0</u>	SF
Carpet / Carpet Tile	<u>111</u>	SF

Windows	<u>220</u>	SF
Windows	<u>22</u>	EA

RESTROOMS

Square Footage	<u>386</u>	SF
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FIXTURES

Water Closets	<u>3</u>	QTY
Urinals	<u>1</u>	QTY
Sinks / Faucets	<u>2</u>	QTY
Water Fountains	<u>0</u>	QTY
Showers	<u>0</u>	QTY
Trash Bins	<u>2</u>	QTY
Paper Towel Dispensers	<u>3</u>	QTY

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Sanitary Napkin Receptacles	<u>2</u>	QTY
Soap Dispensers	<u>2</u>	QTY
<u>OFFICE SPACE</u>		
Carpet / Carpet Tile	<u>3,928</u>	SF
VCT Flooring	<u>0</u>	SF
Window Blinds	<u>22</u>	EA
Surfaces Requiring Dusting	<u>1,026</u>	LF
Trash Bins	<u>18</u>	QTY
Recycling Bins	<u>18</u>	QTY
<u>EXTERIOR</u>		
Outside area to be policed	<u>22,255</u>	SF*

EXHIBIT 2 - GREEN Purchase Report

Note: This list is not all inclusive, the Contractor shall expand lists as appropriate to reflect bio-based items purchased and used under this contract

Bio-based Purchase Report			
Report Period Covered:	Date Report Prepared:		
Building:	Contractor:		
Contract Number:			
Contractor:			
Bio-based Products Used			
	Amount	Cost	
Sorbents			
Grease and graffiti removers			
Carpet and upholstery cleaners			
Floor stripper			
Glass cleaners			
Laundry products			
Hand cleaners and sanitizers			
Towels			

Note: US Department of Agriculture (USDA) Bio- based products
<http://www.biopreferred.gov/ProductCategories.aspx>
<http://www.biopreferred.gov/FARReporting/FARReporting.xhtml>
 The Contractor shall submit the report to PBSbiobasedreporting@gsa.gov.

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Note: This list is not all inclusive, the Contractor shall expand lists as appropriate to reflect bio-based items purchased and used under this contract

Non Bio-based Purchase Report		
Report Period Covered:		Date Report Prepared:
Building:		Contractor:
Contract Number:		
Contractor:		
Tissue Products		
Total Amount Spent on tissue products in FY	Amount spent on Recycle content	Percentage of buildings where recycled content paper was purchased
Environmentally Preferable		
Product or Service	Amount Spent	Amount Procured
Non Environmentally Preferable		
Product or Service	Amount Spent	Amount Procured

Note: See EPA-CPG <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>

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EXHIBIT 3 - Solid Waste and Recycling Report

Building Name:		Building Number:	
Reporting Month:			
	POUNDS (lbs)	TONS	
Mixed Paper		0.00	
Paper / Cardboard		0.00	
Shredded Paper		0.00	
Newspaper		0.00	
Cardboard		0.00	
Mixed Beverage Containers		0.00	
Plastic		0.00	
Glass		0.00	
Pallets		0.00	
Toner Cartridges		0.00	
Metal		0.00	
Single Stream, Comingled or Other		0.00	
Total Composted		0.00	
Total Recycled + Composted	0.00	0.00	
Landfilled/Incinerated, Non-Recycled		0.00	
Waste Diversion (%)	0%		

1. Double click in the above table to enter data into the Excel sheet.
2. Enter the monthly recycling and non-recycled values in the yellow cells as necessary (into the "POUNDS (lbs)" column).
3. The other cells will populate automatically.

****Note:** The total amount of material Landfilled, Incinerated, or otherwise Non-Recycled is to be reported monthly in this report as well.

EXHIBIT 4 - GSA Green Purchase Product Criteria

GSA Green Procurement Product Criteria					
Custodial Products					
Product Use	GSA Advantage Preferred Features¹	Hazards to Avoid	Example Products from GSA Advantage Website	Recommended Alternatives to Using GSA Advantage Website²	# of Green Manufacturers
Cleaner	Non-toxic GreenSeal of Approval Low-VOC Biobased	Volatile hazardous chemicals SARA 313 chemicals Anti-microbial agents Petroleum-based chemicals	-HURRISAFE 9030 (PCI of America) -Simple Green Clean Building Bathroom (Sunshine Makers, Inc.)	www6.homedepot.com/ecoptions/index.html www.all-greenjanitorialproducts.com www.seventhgeneration.com www.simplegreen.com	Greater than 10
Floor Cleaner	Low-VOC Non-toxic GreenSeal of Approval Biobased NESHAP Compliant	Ammonium hydroxide and other caustic components	-3M Twist 'n Fill Floor Cleaner (3M) -Green Concepts 40 Neutral Floor and Hard Surface Cleaner (Eco Concepts Inc.) -General Purpose Floor Cleaner (Tough Guy)	www6.homedepot.com/ecoptions/index.html www.all-greenjanitorialproducts.com www.seventhgeneration.com www.simplegreen.com www.biogreenclean.com	Greater than 10
Floor Finish	Non-toxic Low-VOC GreenSeal of Approval CA Compliant	Zinc, stoddard solvent, metal-crosslinked polymers	-Dura ZF Floor Finish (Maintex, Inc.) -Green Link Floor Finish (Zep Manufacturing Company)	www.all-greenjanitorialproducts.com	At least 5 to 10
Floor Stripper	GreenSeal of Approval Non-toxic CA Compliant Low-VOC	Ammonium, sodium hydroxide, and other caustic components	-Green Logic Floor Stripper (Core Products Company, Inc.) -Enviro Care Floor Stripper (Rochester Midland)	www.all-greenjanitorialproducts.com www.simplegreen.com www.biogreenclean.com	At least 5 to 10
Hand Soap	Low-VOC Biobased Non-toxic GreenSeal of Approval	Anti-microbial/ anti-bacterial agents	-Simple Green Naturals Hand Soap (Sunshine Makers, Inc.) -TFX Green Certified Foam Hand Cleaner (GOJO Industries)	www.all-greenjanitorialproducts.com www.walmart.com www.target.com	Greater than 10
Odor Control/ Neutralizer	Low-VOC Non-toxic GreenSeal of Approval	Volatile hazardous chemicals SARA 313 chemicals	-BON-SA-45 Odor Neutralizer (Bioworld Products LLC) -Enzyme Odor Control (Ultimate Solutions, Inc.)	www.all-greenjanitorialproducts.com	At least 5 to 10
Paper Towel	Recycled content GreenSeal of Approval	N/A	-Paper Towels C-Fold (Kraft) -Ecosoft GreenSeal Controlled Roll Towel (Baywest)	www.all-greenjanitorialproducts.com www.seventhgeneration.com	Greater than 10
Plastic Trash Can Liner	Recycled content GreenSeal of Approval	N/A	-Earthsense Recycled Can Liners (Webster) -Trash Can Liners (Nature Savers) -Re-Claim Can Liners (Webster Industries)	www.all-greenjanitorialproducts.com	Greater than 10
Toilet Paper	Recycled content Non-toxic GreenSeal of Approval	N/A	-Single Roll Bath Tissue 2 Ply (Baywest) -One-Ply Bathroom Tissue (Lagasse/Kimberly Clark Tissue)	www.all-greenjanitorialproducts.com www.seventhgeneration.com	Greater than 10
Upholstery and Rug Cleaner	GreenSeal of Approval Biobased Non-toxic Low-VOC	SARA 313 chemicals (perchloroethylene)	-Shaw R2X Area Rug Spot Cleaner (Shield Industries, Inc.) -Rug Cleaner - Pride Shampoo (Chemco Industries, Inc.)	www6.homedepot.com/ecoptions/index.html www.all-greenjanitorialproducts.com www.seventhgeneration.com www.simplegreen.com www.biogreenclean.com	At least 5 to 10
Vacuum Cleaner and Other Cleaning Equipment	GreenSeal of Approval Recycled content	N/A	-Sanitaire Upright Vacuum Cleaner (Eureka) -Carpet Cleaner Shampooer (Eureka)	www.walmart.com www.target.com www.all-greenjanitorialproducts.com	Greater than 10

General Resources/Websiteswww.greenseal.orgwww.all-greenjanitorialproducts.com/www.ecologo.org/www.buygreen.com/janitorial.aspx<http://www.biopreferred.gov/ProductCategories.aspx>www.eartheasy.com/

Custodial Products							
Product	Preferable Contents	Contents to Avoid	Mandatory Procurement Green Seal Category	Product Availability			Justification for Mandatory Green Procurement
				Non-toxic	Biobased	Green Seal	
Cleaner	Biobased; non-toxic; low-VOC; neutral pH	EDTA, NTA, chlorine, hypochlorite, and phosphates; petroleum-based solvents (glycol ethers, phenolic compounds); ammonia, butyl	Use of Green Seal Product is Mandatory	✓	✓	✓	Eco cleaners are cost competitive and widely available.
Floor Cleaner	Biobased; non-toxic; low-VOC; neutral pH	Ammonium hydroxide and other caustic components; butyl; petroleum-based solvents (glycol ethers, phenolic compounds, mineral spirits, stoddard solvent)	Use of Green Seal Product is Mandatory	✓	✓	✓	Although the cost of eco floor cleaners is more than 20% higher (~44%) than the cost of regular floor cleaners, the price differential is not considered to be prohibitively expensive due to the relatively low unit cost of floor cleaners (\$9 - \$13 per gallon of floor cleaner concentrate). X
Floor Finish	Non-toxic; low-VOC	Zinc, metal-crosslinked polymers, butyl ether, formaldehyde, nitrobenzene, phenol, petroleum-based solvents (glycol ethers, stoddard solvent)	Use of Green Seal Product is Mandatory	✓	✓*	✓	Eco floor finishes are cost competitive and widely available.
Floor Stripper	Biobased; non-toxic; low-VOC	Butyl cellosolve, monoethanolamine, sodium hydroxide	Use of Green Seal Product is Mandatory	✓	✓	✓	Although the cost of eco floor strippers is more than 20% higher (~89%) than the cost of regular floor strippers, the price differential is outweighed by the environmental benefits associated with an eco floor stripper, eliminating toxic and caustic ingredients found in many traditional floor strippers. X
Hand Soap	Biobased; low-VOC; non-toxic	Anti-microbial agents (triclosan, alcohol)	Use of Green Seal Product is Mandatory	✓	✓	✓	Eco hand soaps are cost competitive and widely available.
Odor Control / Neutralizer	Low-VOC; non-toxic	Formaldehyde, naphthalene, isopropyl alcohol, paradichlorobenzene, xylene, butane, ethanol,	Use of Green Seal Product is Mandatory	✓	✓	✓	Eco odor neutralizers are cost competitive and widely available.
Paper Towel	Recycled content	Virgin materials	Use of Green Seal Product is Mandatory	n/a	n/a	✓	Eco paper towels are cost competitive and widely available.
Plastic Trash Can Liner	Recycled content	Virgin materials	Use of Green Seal Product is Mandatory	n/a	n/a	✓	Eco trash can liners are cost competitive and widely available.
Toilet Paper	Recycled content	Virgin materials	Use of Green Seal Product is Mandatory	n/a	n/a	✓	Eco toilet paper is cost competitive and widely available.
Upholstery and Rug Cleaner	Biobased; non-toxic; low-VOC; neutral pH	Perchloroethylene, naphthalene, butyl cellosolve, propylene glycol methyl ether, ethanol, ammonia	Use of Green Seal Product is Mandatory	✓	✓	✓	Eco upholstery and rug cleaners are cost competitive and widely available.
Vacuum Cleaner & Other Equipment	Recycled content; energy-efficient; CRI Green Label Certified	See CRI Green Label Standard for Vacuum Cleaners for additional guidance	n/a	n/a	n/a	n/a	Although the cost of eco vacuum cleaners is more than 20% higher (~39%) than the cost of regular vacuum cleaners, the price differential is outweighed by the energy and operational cost savings associated with energy-efficient vacuum cleaners. X

EXHIBIT 5 - Summary of Environmentally Preferable Product Attributes

✓	Product widely available and offered through GSA Advantage
✓*	Product available, but not currently offered through GSA Advantage
✗	Eco Product currently not Cost-Competitive (w/in 20%)
Notes:	
a - On the GSA Advantage website some environmental product indicators, such as 'Non-Toxic' and 'Biobased', are specified by the product vendor and have not been independently verified. Prior to procurement, it is important to examine the Material Safety Data Sheet (MSDS) for each product in order to verify that the environmental indicators designated by the vendor are accurate.	
b - 'n/a' indicates that a Green Seal standard for that product category does not yet exist.	
c - An eco product is considered widely available if there are more than five different manufacturers of that product type.	

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Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method	Corrective Action/Deduction
<u>SECTION C</u> <u>CON'T</u>	<u>RESTROOMS, SHOWER ROOMS, LOCKER ROOMS, AND HOLDING CELLS</u>	<p>Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids, and waste and graffiti.</p> <p>Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in a 15% deduction from the Basic Monthly rate for that Month.
	<u>FIXTURES</u>	Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls etc.) shall be clean with no dust, spots, soil substances, discoloration, rust, mold, build-up, or excess moisture.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	
	<u>TRASH, WASTEBASKETS, AND ASH RECEPTACLES</u>	Trash containers shall be emptied and kept clean, odor-free and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in a 15% deduction from the Basic Monthly rate for that Month.
<u>SECTION C</u> <u>CON'T</u>	<u>RECYCLING</u>	Paper shall be transported from recycling bins to storage containers in designated area.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.	Failure to provide will result in a 15% deduction from the Basic Monthly rate for that Month.

L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

52.212-1, Instructions to Offerors—Commercial Items (June 2008)

52.223-4, Recovered Material Certification (May 2008)

SUBMISSION REQUIREMENTS

PRICE AND BUSINESS PROPOSAL

Each Offeror shall submit a proposal containing the following:

1. PRICE PROPOSAL

The offeror shall complete and return an original, signed Standard Form (SF) 1449 (Solicitation/Contract/Order for Commercial Items) with its offer. Offerors shall price all contract line items. Failure to price all line may be grounds for determining an offeror to be non-responsive to the solicitation.

2. CONTRACTOR TEAM ARRANGEMENT

If the Offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.601 (1), either as a Joint Venture or Partnership:

- a. All offers submitted must include a copy of an executed joint venture or partnership agreement (with original signatures) which fully discloses the legal identity of each member, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member;
- b. An authorized representative of each member of the joint venture or partnership must sign the SF 1449 accompanying an offer;
- c. In the case of corporations that are joint venture or partnership members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture or partnership, either by so certifying in the joint venture or partnership agreement, or by submitting a separate certification to the Government. The joint venture or partnership must also provide a certificate that identifies a principal representative of the joint venture or partnership with full authority to bind the joint venture or partnership;
- d. In the case of a small business set-aside, all offers submitted must include documentation to demonstrate that the Team proposed meets the requirements of the particular small business program utilized.

If the offeror is proposing a Contractor Team Arrangement in accordance with FAR Subpart 9.601(2), as a prime contractor with one or more significant subcontractors:

- a. All offers submitted must include a copy of any executed subcontract or written agreement (with original signatures) or other documentation clearly explaining the nature and extent of the contractual relationship. Clearly define the proposed roles and responsibilities of each Team Member;
- b. All offers submitted shall clearly indicate how the prime contractor plans to meet FAR Clause 52.219-14, Limitations on Subcontracting, which requires that at least 50% of the cost of contract performance be incurred for personnel that are employees of the prime contractor.
- c. In the case of a small business set-aside, all offers submitted must include documentation to demonstrate that the Prime Contractor meets the requirements of the particular small business program utilized.

3. CURRENT CERTIFIED FINANCIAL STATEMENT(S)

Offerors shall submit a copy of the last certified financial statement prepared for the Offeror's firm along with a copy of any interim reports since the closing date of that statement. These statements will be used in determining the Offeror's financial capacity to perform the work required by this contract. Offerors may use **GSA Form 527** to disclose financial information in lieu of submitting a certified financial statement.

In the case of a Joint Venture or Partnership proposed in accordance with FAR Subpart 9.601(1), a current, certified financial statement or a GSA Form 527 is required from each member of the joint venture or partnership.

4. REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

See FAR Clause 52.212-3 (Offeror Representations and Certifications – Commercial Items) for submission requirements.

In the case of a Joint Venture or Partnership proposed in accordance with FAR Subpart 9.601(1), representations and certifications are required from each member of the joint venture or partnership in accordance with FAR Clause 52.212-3.

TECHNICAL PROPOSAL

Each offeror shall submit a proposal containing the following:

1. PAST PERFORMANCE OF THE FIRM(S)

This factor considers how well an Offeror has performed on similar projects in the past. The proven ability to successfully plan and execute similar projects is a key indicator of future performance.

The Offeror shall provide a minimum of three (3) formal Past Performance Evaluations completed through the Past Performance Information Retrieval System (PPIRS) or a similar Government evaluation system within the past five (5) years for projects that are similar in magnitude, scope and complexity to that identified in this solicitation.

If the above requirement cannot be completely satisfied through formalized evaluations, the offeror is to indicate that in its proposal and is responsible to ensure that the attached Contractor Performance Assessment Report (CPAR) form(s) is/are completed to satisfy the minimum requirement. These forms are to be completed and submitted by the reference directly to GSA. Ensure that the form is thoroughly completed, **including the narrative portions, especially in Block 20**, to allow a proper comparison of magnitude, scope and complexity to the services identified in this solicitation. Completed CPAR forms received by the Government after the date and time established for receipt of proposals shall not be accepted. Please be advised that the failure to receive this information may adversely impact the assessment of your firm's past performance and overall proposal. The contact identified by the offeror shall complete the form and submit directly to:

General Services Administration, PBS, 1PSA
Attn: [REDACTED] Contracting Officer
10 Causeway Street, Room 1100
Boston, MA 02222-1077

If the offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6, it shall clearly indicate whether the Past Performance Evaluations provided in accordance with the above were for projects completed by the same Team. If the proposed Team has not performed together in the past, then separate Past Performance Evaluations for each Team Member (3 each in accordance with the above) are required.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance. The Offeror, however, must affirmatively state this in its proposal to identify the status to GSA.

The Government reserves the right to verify past performance evaluations by reviewing PPIRS or other Government appraisal systems. The Government may also check any cited references to verify supplied information.

The Government is not limited to the evaluations provided. Any additional sources of information concerning the offeror's past performance which the government becomes aware of can be considered in the evaluation of the contractor's past performance.

2. MANAGEMENT PLAN

The Management Plan shall be limited to no more than **thirty (30)** typewritten pages, excluding resumes and brochures, and shall address all critical elements of the solicitation. The Management Plan shall include at a minimum:

1. If the offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.601(2), as a prime contractor with one or more key subcontractors, it shall completely address both how the prime plans to manage the subcontractor(s) to ensure contract performance and how the prime will be able to continue uninterrupted performance in the event that the approved subcontract(s) are terminated by either party(s).
2. An organizational chart illustrating key personnel both on- and off-site;
3. A staffing plan listing positions to be staffed by labor category and scheduled hours. This plan should identify on-site representatives and outline their roles, responsibilities and levels of authority, especially personnel in a supervisory/managerial role. Describe the methodology to be used to evaluate on-site staff's performance initially and on an on-going basis to include corrective action to assure compliance;
4. A proposed cleaning schedule for the facility;
5. Resume(s) for any individual(s) designated to have supervisory authority and for any person considered key to the successful performance (including administration) of the contract. Resumes shall include a description of the duties, skills, abilities, experience and education of the individual. Resumes shall include a list of professional licenses and certifications, along with formal training and other minimum qualifications, as required by the Statement of Work and applicable industry standards;
6. A list of proposed subcontractors and the type of work they will be performing. If appropriate, describe management of subcontractors and Quality Control measures to be applied to subcontracted work;
7. A Quality Control (QC) Plan Outline. This outline shall describe the offeror's quality control system and should identify, at a minimum, responsible officials, the level, methods and frequencies of inspections and the procedures to follow-up and correct deficiencies;

8. A Customer Service Plan to ensure that positive customer relations are maintained. The Customer Service Plan should describe channels of communications between the contractor, the GSA and the tenant agencies. The Customer Service Plan should include procedures for service call response and communications with customers;
9. An emergency response plan to demonstrate the firm's ability to respond to unexpected events.
10. A training plan for staff and for orienting new employees.
11. Describe the staffing approach for handling additional service requests in conjunction with the daily cleaning schedule. Include your approach to cover unexpected workload fluctuations and absences such as sick leave, vacations and training.

3. EXPERIENCE OF THE FIRM(S)

This factor considers the extent of the Offeror's experience as a firm in providing like or similar services.

For each contract provided in response to this factor, the Offeror shall explain in a detailed narrative how the characteristics of the selected contract relate to the services required by this solicitation. Information shall include at least three (3) "similar" contracts undertaken within the past five (5) years. A similar project is defined as a project that is comparable in magnitude, scope, complexity and duration to the requirements as defined by this Request for Proposal, including Scope of Work.

If the offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6, it shall clearly indicate in the detailed narrative whether the contracts provided in accordance with the above were completed by the same Team. If the proposed Team has not performed together in the past, then separate contracts and detailed narratives for each Team Member (3 each in accordance with the above) are required.

4. ENVIRONMENTAL CONSIDERATION PLAN

The Environmental Plan should describe the offeror's proposed plan to assist PBS in attaining GSA's goal of achieving a Zero Environmental Footprint.

The plan should describe a system for identifying and complying with the various environmental, energy conservation, affirmative procurement program, recycling, use of environmentally preferable products and recycled content products, and other green standards set forth in the statement of work.

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The plan should address methods the contractor will use to reduce consumption of non-renewable resources, minimize waste and environmental impact, and to create a healthy productive environment. All aspects of the proposed plan must be consistent with the Statement of Work.

SITE VISIT(S)

All offerors are strongly encouraged to visit the site(s). Unless modified by the Government via Amendment, site visit will occur on the following day:

Date: Tuesday, June 04, 2013 (Includes Pre-Proposal Conference)
Time: 10:00 AM

Location:

SSA Littleton Facility
177 Main Street
Littleton, NH 03246
Charlie Dockham, Property Manager
Phone: (603) 225-1615

SUBMISSION OF PROPOSALS

A. Offerors are requested to submit one (1) original and three (3) copies of its proposal, which includes both the technical and pricing data. **In addition, Offerors shall provide an electronic copy of the entire proposal on CD.** Proposals must be marked as RFP GS-01P-13-BW-D-0012. Proposals must be received no later than **1:00 p.m. EDT on 06/19/2013.** Proposals shall be sent to the following address:

General Services Administration
Attn: [REDACTED] Contracting Officer
10 Causeway Street, Room 1100
Boston, MA 02222-1077

B. Proposal Arrangement: Each proposal shall consist of two (2) physically separate volumes; each individually titled and numbered as stated below:

<u>Volume No.</u>	<u>Volume Title</u>	<u>Number of copies</u>
I	Price & Business Proposal	Original and Three Copies
II	Technical Proposal	Original and Three Copies

(2) Note Volumes I and II are to be individually and clearly labeled externally as to their contents (i.e., Volume I and Volume II). One package containing a complete set of the

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two volumes will be individually packaged and clearly labeled "Original". The remaining copies of the Price & Business Proposal will be packaged together and labeled as "Price & Business Proposal". The remaining copies of the Technical Proposal will be packaged together and labeled as "Technical Proposal". **Prices and dollar values shall be stated only in the Price volume.** All three packages are to be included in one larger package labeled as Proposal for RFP GS-01P-13-BW-D-0012.

Offerors are cautioned to make their initial offer their best offer. In accordance with FAR 52.212-1(g) the Government intends to award on the basis of initial offers, but reserves the right to conduct discussions if determined by the Contracting Officer to be necessary.

NOTE TO OFFERORS REGARDING PRICE:

Do not include allowance for any contingency to cover increased costs for which adjustments are provided for under the price adjustment clause contained in the Terms and Conditions of the Contract. Offerors shall price the option requirements for the option periods by assuming that the hourly wages and fringe benefits established by the Dept. of Labor Wage and Hour determination that is part of the solicitation will apply to all option periods. In the event an option is exercised by the Government, the contract price will be adjusted in accordance with Clause 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple year and Option Contracts).

Offerors are cautioned that any offer may be rejected as non-responsive if it is materially unbalanced as to the prices for the options and the initial contract period. An offer is unbalanced when it is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.

NOTE :

Please be advised that the new provision 552.203-72 in Section K, "Prohibition Against Contracting with Corporations that have an Unpaid Delinquent Federal Tax Liability or a Felony Conviction Under Federal Law" is not currently incorporated into ORCA. This provision must be completed and submitted with you proposal.

M. EVALUATION FACTORS FOR AWARD

EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)

(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:

- Price
- Past Performance of the Firm(s)
- Management Plan
- Experience of the Firm(s)
- Environmental Consideration Plan

The non-price factors are listed in descending order of importance. Non-price factors, when combined, are approximately equal to price.

(b) **Options.** The Government will evaluate offers for award purposes on a total bid basis 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.

PRICE EVALUATION

Price Reasonableness

All offers must include reasonable prices. The Contracting Officer may reject all offers containing prices determined to be unreasonably high or low.

Unbalanced Prices

All offers must include balanced prices. If this Solicitation requires unit prices, option prices, or bid rates, the Contracting Officer may reject any proposal determined to be unbalanced with respect to such prices or rates. A proposal may be deemed unbalanced if the Base Contract Price, unit prices, option prices or bid rates vary so

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markedly from either the Government estimate or the range of such prices contained in competing offers as to materially reduce the effectiveness of the Total Evaluated Price formula in determining the potential cost of an offer in comparison to other, balanced, offers.

Total Evaluated Price

Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, and the following formulae:

The Base Period contract price for each offer will be determined as follows:
Base Period 09/01/2013 – 08/31/2014 (12-Months):

- Item 0001- Janitorial Services – bid rate multiplied by 12 months.
- Item 0002 – Additional Service rate for Janitorial Services - bid rate multiplied by 10 hours.
- Item 0003 – Emergency Callback for Janitorial Services - bid rate multiplied by 10 hours.
- Item 0004 – Carpet Extraction - bid rate multiplied by 1SF.

The total evaluated price for the base period will be the sum of items 0001 through 0004

- Item 1001- Janitorial Services – bid rate multiplied by 12 months.
- Item 1002 – Additional Service rate for Janitorial Services - bid rate multiplied by 10 hours.
- Item 1003 – Emergency Callback for Janitorial Services - bid rate multiplied by 10 hours.
- Item 1004 – Carpet Extraction - bid rate multiplied by 1 SF.

The total evaluated price for the base period will be the sum of items 1001 through 1004

- Item 2001- Janitorial Services – bid rate multiplied by 12 months.
- Item 2002 – Additional Service rate for Janitorial Services - bid rate multiplied by 10 hours.
- Item 2003 – Emergency Callback for Janitorial Services - bid rate multiplied by 10 hours.
- Item 2004 – Carpet Extraction - bid rate multiplied by 1 SF.

The total evaluated price for the base period will be the sum of items 2001 through 2004

- Item 3001- Janitorial Services – bid rate multiplied by 12 months.
- Item 3002 – Additional Service rate for Janitorial Services - bid rate multiplied by 10 hours.

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Item 3003 – Emergency Callback for Janitorial Services - bid rate multiplied by 10 hours.

Item 3004 – Carpet Extraction - bid rate multiplied by 1 SF.

The total evaluated price for the base period will be the sum of items 3001 through 3004

Item 4001- Janitorial Services – bid rate multiplied by 12 months.

Item 4002 – Additional Service rate for Janitorial Services - bid rate multiplied by 10 hours.

Item 4003 – Emergency Callback for Janitorial Services - bid rate multiplied by 10 hours.

Item 4004 – Carpet Extraction - bid rate multiplied by 1 SF.

The total evaluated price for the base period will be the sum of items 4001 through 4004.

The total evaluated price of the offer will be the sum total of the Base Period, Option Year 1, Option Year 2, Option Year 3 and Option Year 4.

TECHNICAL EVALUATION

Past Performance

(a) Past performance will be evaluated as a predictor of the Offeror's compliance with contract requirements and overall quality of performance.

(b) Past performance will be evaluated on the basis of information received by the Contracting Officer concerning the Offeror's performance on other contracts, including information not submitted by the Offeror. If the Contracting Officer becomes aware of required past performance information omitted from the Offeror's proposal, the Contracting Officer may draw a negative inference from the omission of such information.

Management Plan

(a) The Management Plan will be evaluated as an indicator of the Offeror's overall understanding of the Contract requirements.

(b) The Management Plan will be evaluated as an indicator of the Offeror's overall ability to successfully manage all facets of the Contract requirements

Experience

- (a) Experience will be evaluated as an indicator of the offeror's ability to perform the Contract contemplated by this Solicitation.
- (b) Experience will be evaluated on the basis of information submitted by the Offeror indicating completion of similar projects. If the offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

Environmental Consideration Plan

- (a) The Environmental Consideration Plan will be evaluated as an indicator of the Offeror's ability to assist GSA in achieving all environmental goals, standards and requirements as identified in the Evaluation Criteria.

REVIEW OF JOINT VENTURES AND PARTNERSHIPS

Proposed Joint Venture and Partnership Agreements will be reviewed for legal sufficiency.