



*Consulate General of the United States of America
Chiang Mai, Thailand*

Date: July 17, 2025

Dear Prospective Quoter:

Subject: Request for Quotations number **19TH2525Q0018**

Enclosed is a Request for Quotations (RFQ) for **Janitorial Services**. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Consulate intends to conduct a pre-quotation conference at the site, The pre-proposal conference will be held on **August 1, 2025, 13.30 hours** (local time) at the **Airport Business Park, Building B, Mahidol Road, Mueang, Chiang Mai.**

Prospective offerors/quoters must provide company's name, participant names, email address and mobile phone numbers to **email: pusayapaibuln@state.gov** by **July 30, 2025, 12.00 hours (Bangkok Time)** for additional information or to arrange entry to the building.

Direct questions regarding this service may be submitted no later than 16:00 hours (Bangkok Time) on August 15, 2025 to email: pusayapaibuln@state.gov. Quotations are due by **August 29, 2025, 16.00 hours**. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed for **RFQ# 19TH2525Q0018**."

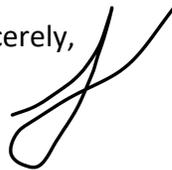
In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section I, Pricing
3. Section 5 Representations and Certifications

4. Additional information as required in Section 3
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. **Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin M. Reid', with a large, stylized flourish at the end.

Justin M. Reid
Contracting Officer

Enclosure:

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PR15322929

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2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

19TH2525Q0018

6. SOLICITATION ISSUE DATE

July 17, 2025

7. FOR SOLICITATION INFORMATION CALL: 

a. NAME

Justin M. Reid, Contracting Officer

b. TELEPHONE NUMBER(No collect calls)

66 53 107 700

8. OFFER DUE DATE/ LOCAL TIME

August 29, 2025/16.00 Hrs.

9. ISSUED BY

CODE

U.S. Consulate General
Procurement Office
Chiang Mai, Thailand

10. THIS ACQUISITION IS

UNRESTRICTED OR SET ASIDE: ___ % FOR:

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

HUBZONE SMALL BUSINESS

(WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

EDWOSB

8 (A)

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFERER

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

U.S. Embassy Bangkok
Financial Management Office

TELEPHONE NO.

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Janitorial Services - See Section 1, Pricing - Base Year Price - First Option Year Price - Second Option Year Price - Third Option Year Price (Use Reverse and/or Attach Additional Sheets as Necessary)	1 1 1 1			

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

Justin M. Reid

July 17, 2025

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
				42a. RECEIVED BY (<i>Print</i>)	
				42b. RECEIVED AT (<i>Location</i>)	
				42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449,
RFQ NUMBER S- **19TH2525Q0018**
PRICES, BLOCK 23

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

1. PRICES AND PERIOD OF PERFORMANCE

The Contractor shall perform janitorial work, including furnishing all labor, material, equipment, and services, for the U.S. **Consulate General, Chiang Mai, Thailand**. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services and a fixed rate per square meter for any temporary additional services that have been satisfactorily performed.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of **25 square meters**. This reflects the contract minimum for the base year and each option period.

Maximum: The amount of all orders shall not **exceed 115.5 square meters**. This reflects the contract maximum for the base year and each option period for temporary/additional services.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with **three**, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

1.1 VALUE ADDED TAX

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

1.2 OFFERS AND PAYMENT IN U.S. DOLLARS

U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to pay in U.S. dollars should commit their offer in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporate under the laws of a state within the United States. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in local currency.

1.3 PRICES (Reference the table at Exhibit A Locations for Janitorial Services)

1.3.1 BASE YEAR (Base Term: Twelve (12) Months)		
A. Standard Services. The firm fixed price for the Base Year of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Temporary Additional Services. The unit price (firm-fixed-price) is:		
Price per Square Meter	Estimated Quantity of Square Meters	Total Temporary Additional Services Not to Exceed per Year
	115.50	
C. Defense Base Act Insurance		
D. TOTAL PRICE FOR BASE YEAR = A+B+C		

1.3.2. OPTION YEAR ONE (1) PRICES (Option Term: Twelve (12) Months)		
A. Standard Services. The firm fixed price for Option Year 1 of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Temporary Additional Services. The unit price (firm-fixed-price) is:		
Price per Square Meter	Estimated Quantity of Square Meters	Total Temporary Additional Services Not to Exceed per Year
	115.50	
C. Defense Base Act Insurance		
C. TOTAL PRICE FOR OPTION YEAR ONE (1) = A+B+C		

1.3.3. OPTION YEAR TWO (2) PRICES (Option Term: Twelve (12) Months)		
A. Standard Services. The firm fixed price for Option Year 2 of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Temporary Additional Services. The unit price (firm-fixed-price) is:		

Price per Square Meter	Estimated Quantity of Square Meters	Total Temporary Additional Services Not to Exceed per Year
	115.50	
C. Defense Base Act Insurance		
C. TOTAL PRICE FOR OPTION YEAR TWO (2) = A+B+C		

1.3.4. OPTION YEAR THREE (3) PRICES (Option Term: Twelve (12) Months)		
A. Standard Services. The firm fixed price for Option Year 3 of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Temporary Additional Services. The unit price (firm-fixed-price) is:		
Price per Square Meter	Estimated Quantity of Square Meters	Total Temporary Additional Services Not to Exceed per Year
	115.50	
C. Defense Base Act Insurance		
C. TOTAL PRICE FOR OPTION YEAR THREE (3) = A+B+C		

1.3.5. GRAND TOTAL OF BASE AND ALL OPTION YEARS	
Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
Option Year 3 Total	
GRAND TOTAL	

Company Name: _____

Signature/date: _____

Name and Title of Signer: _____

CONTINUATION TO SF-1449,
RFQ NUMBER **19TH2525Q0018**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE OF WORK

The purpose of this fixed price contract is to obtain janitorial services for real property owned or managed by the U.S. Government at U.S. Consulate General, Chiang Mai, Thailand. The Contractor shall perform janitorial services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators, and stairways. The contract will be for a one-year period from the date of the contract award, with *three* one-year options.

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

1.1 WORK REQUIREMENTS

1.1.1 Contractor Responsibilities

- Provide all personnel, labor, equipment materials, tools, supplies, supervision, management, training/certifications, and services for the U.S. Consulate General Chiang Mai except as expressly set forth as Government furnished. The buildings shall be fully staffed, beginning the first day of work under the contract and throughout the entirety of the contract, unless authorized by the Contracting Officer (CO) or the Contracting Officer Representative (COR). Contractor employees shall be on site only for contractual duties and not for other business purposes.
- Ensure that their employees are properly trained and capable of utilizing necessary equipment, machinery, and cleaners to meet the contract requirements. The contractor employees shall be able to provide all required services for all spaces identified in Section 1, Exhibit A, Locations and Time Frames for Janitorial Services.
- Be responsible for making management and operational decisions to meet the quality performance standards required under this contract.
- Use innovation, technology, and other means and methods to develop and perform the most efficient cleaning services for the buildings.
- Implement an effective Quality Control Plan (QCP)
- Keep the COR informed of the status of the work being performed, provide work schedules and provide other pertinent information.
- Reduce environmental impacts of work performed under this contract by using environmentally sound practices, processes, and products.
- Coordinate with COR and tenants who have restricted access areas.

1.1.2 Cleaning Hours

Cleaning shall take place during the hours of 07:30 and 16:30, Monday through Friday. The working hours shall not be changed unless authorized by the COR or COR. The Contractor shall provide sufficient staffing and means to respond to service requests during the Consulate normal operating hours. The performance of disruptive services, including carpet cleaning and floor scrubbing, shall be scheduled with the COR. Activities requiring vacant areas (such as carpet extraction cleaning) may be performed after-hours with COR approval. If the contractor is unsure whether an activity will be disruptive, they should check with the COR before proceeding. The contractor shall submit a cleaning schedule that details when each cleaning activity will be performed and what equipment will be used to perform the activity, to the COR.

1.1.3 General Instructions

The Contractor shall prepare general instructions for the work force. The General instructions will include items such as security concerns, uniforms/appearance, The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after the award of the contract. The COR must approve these general instructions before issuance.

1.1.4 Written Cleaning Procedures

The Contractor shall prepare specific written cleaning procedures for the work force based on the cleaning instructions in Section 1, Exhibit E. Provide written procedures for each task and finish. For example, there should be a procedure for vacuuming, and another on carpet extraction cleaning. The cleaning procedure shall include which equipment and chemicals to use, a step-by-step procedure, and instructions on how to avoid damage. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within 30 days after award. The COR must approve these written procedures before issuance to cleaning staff.

Certain areas specified in Section 1, Exhibit A require an escort and can only be entered during scheduled times. The Cleaning Procedures shall emphasize security requirements so that accidental security violations do not occur.

1.2 Product and Equipment Requirements

The contractor shall submit a list of materials and equipment to be used no later than 15 days after notice to proceed. The contractor is required to use the products list and may not make substitutions without prior COR approval. See Section 1, Exhibit B and Exhibit C for additional information.

1.2.1 Sustainable Product Requirements

Whenever possible, cleaners and hand soaps provided by the Contractor under this contract must be environmentally safe. Use products with recognized certifications such as, USDA BioPreferred[®] certified.

Bathroom tissue and paper towels should have a minimum post-consumer recycled content percentage (20% for bathroom tissue and 40% for paper towels) or be Green Seal® or ECOLOGO® certified.

1.2.2 Cleaning Chemicals

All Cleaning chemicals, including disinfectants, used at the Consulate must be approved by the COR prior to use. Cleaners must be professional janitorial products from respected manufacturers and safe for use on the surfaces to be cleaned. Examples, include Diversey and EcoLab. No household chemicals may be used. The contractor and their employees must not bring in any unapproved items. Dilution control equipment shall be used ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals.

When a disinfectant product is used, it must be an Environmental Protection Agency (EPA)-registered product or another product approved by the COR. Disinfectants that are EPA Design for the Environment (DfE)-certified are preferred. A list of disinfectants that are both EPA-registered and DfE-certified is at <https://www.epa.gov/pesticide-labels/dfe-certified-disinfectants>. The Contractor must use the disinfectants in accordance with directions provided by the manufacturers. The Contractor must wear disposable gloves (*e.g.*, latex or nitrile), facemasks (if applicable) and any additional required personal protective equipment as recommended by the manufacturer when cleaning. The Contractor shall select and track cleaning product and materials purchases as described herein. When disinfectants are used in cleaning, the Contractor should allow all disinfected surfaces to air dry.

1.2.3 Hazard Communication Plan

The Contractor shall submit a hazard communication plan. The plan will list all chemical products proposed to be used in the performance of the contract and include current Safety Data Sheets (SDS) for each product. The plan shall include documentation of training for all Contractor staff in the plan and the Globally Harmonized System (GHS) for classifying and labeling chemical hazards. The plan shall also identify the method of labeling the Contractor will use for all chemical product containers, including secondary dispensing containers used on site. The contractor may not use food or drink containers for chemicals. The Contractor will maintain a copy of their written Hazard Communication Plan onsite and it must be readily available to employees. The Hazard Communication Plan is due to the COR no later than 15 calendar days prior to the first day of work on site.

1.2.4 Safety Data Sheets

All new products used during the life of the contract must have Safety Data Sheets (SDS) provided to the COR prior to bringing and/or using these products on site. The Contractor shall maintain the SDS in a location accessible to all employees and shall advise the COR of its location. The SDS shall be available for inspection by the CO or COR upon request. The Contractor shall take every precaution to ensure that safe and environmentally sustainable products are used. An inventory list of products to be used under this contract shall be provided to the COR or their designee. This list shall be updated as necessary, with a copy provided to the COR, throughout the term of the contract. The COR shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract.

1.2.5 Cleaning Equipment

The contractor shall provide all the necessary equipment and machinery necessary for meeting the requirements of the contract. Select equipment that results in efficient and effective cleaning. The Consulate building has 220V electrical service but uses a North American style receptacle. The consulate will provide either adapters, or, at the contractor's request, the consulate will replace the plug on the cord.

The contractor shall utilize commercial grade equipment, that is intended to operate for longer hours, and more frequently than household equipment. Because most vacuuming will occur during regular work hours, the contractor shall provide a quiet vacuum (under 70 decibels) with HEPA filtration. Due to the different surfaces requiring vacuuming the contractor should utilize a backpack vacuum with carpet, and hard floor attachments. In addition, other surfaces require the use of a soft, natural hair brush attachment. Further cleaning instructions can be found in Section 1 Exhibit E: Cleaning Instructions.

The contractor shall utilize microfiber mop pads, and microfiber cloths, for cleaning all surfaces, unless noted otherwise by the manufacturer of the surface to be cleaned. String mops are not allowed at this site. The contractor will use a color-coded system for cloths and mops. Red cloths shall be used for areas with high-risk of contamination, such as toilets, urinals, bathroom floors, etc. Yellow is for lower-risk bathroom areas such as sinks and mirrors. Green is for food preparation or eating areas, such as the breakroom countertops, cafeteria tables and chairs, and microwave ovens. Blue is for general low-risk areas, including office areas, hallways, lobbies, as well as window cleaning. The contractor may utilize the washer and dryer provided in the janitorial room in the SPX to wash the microfiber cloths and mop pads. This washer and dryer are not to be used to wash uniforms or for personal use.

1.3. Standard Services

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

1.3.1 Floor Care

Contractor shall provide a floor maintenance schedule as part of their cleaning schedule to the COR in accordance with The Contractor's Submittals/Deliverables Chart. The floor maintenance schedule must outline routine, periodic, and restorative tasks (re-sealing or refinishing).

Floors, base moldings, and grout shall be clean, free of debris and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopping of floors shall use appropriate floor cleaners. Floors, surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be clean with no marks from the equipment. There shall be no visible buildup of cleaner residue or finish in corners or crevices.

Mops and cleaning cloths shall be cleaned and sanitized before and after each day of use. Mops and cleaning rags used in restrooms, shall not be used to clean any other areas.

- Telecom Room Floors: Damp mopping shall be the only method of wet cleaning for floors in Telecom spaces.
- Natural Stone Floors: All applicable floor areas shall be maintained in accordance with the manufacturer's recommendations.
- Wood Floors: Water solutions shall not be used on wood flooring. There shall be no dry stripping methods used on wood flooring.
- Finishing Floors: Walls, baseboards, and other surfaces shall be free of residue and marks from equipment. Floors shall have no streaks, mop strand marks, or skipped areas. The applied finished area shall have a uniform luster.
- Sealing Floors: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

1.3.2 Carpets and Rugs

- Extraction: Spills, crusted materials and removable spots shall be removed. Harsh brushing or scrubbing shall not be used to minimize deterioration or fuzzing to the carpets and rugs. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall coordinate with the COR 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 and is responsible for any remediation that may be required. Moving of furniture and equipment is to be coordinated with the COR. Any furnishings or equipment moved are to be returned to their original positions.
- Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, debris, gum, and crusted materials.
- Vacuuming: Carpet surfaces shall be vacuumed to remove dirt, dust, and other debris. Vacuuming shall be done at a frequency that protects the carpet's integrity and reduces carpet wear. The Contractor shall utilize vacuum cleaners with HEPA Filtration, strong suction power, and have a sound rating of less than 70 Decibels.

1.3.3 Floor Mats and Runners

The Government may decide to furnish all mats and runners. Mats and runners shall be laid out as specified by the COR at main entrances, main lobbies, main and secondary corridors. Mats and runners shall be free of spots, soiled traffic patterns, gum, and crusted materials. They shall be cleaned in accordance with the manufacturer's instructions. Any Government provided mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COR so they can be replaced. In the event of wet or inclement weather, mats and runners shall be placed at entrances and at other areas identified by the COR. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the contractor when the COR determines that they are no longer required.

1.3.4 Restrooms, Shower Rooms, Locker Rooms, Breakrooms, Gym, Lactation Rooms

All areas shall be cleaned in accordance with the requirements outlined in Appendix X: Cleaning Instructions. These areas and surfaces shall be cleaned and disinfected using EPA registered

disinfectants or another product containing the same active ingredient(s) at the same or greater concentration. Food contact surfaces such as breakroom counters and dining tables shall be cleaned and sanitized with products safe for food contact.

Partitions, doors, vents, sills, and walls shall have no dirt, bodily fluids, waste, and graffiti. Shower curtain liners present in locker rooms shall be cleaned and free of mold and dirt. Locker exterior surfaces shall be free of dust and streaks. Avoid cleaning of equipment in the health unit that could result in damage to any surface or that could cause contamination with chemicals or infectious materials. Cleaning shall only be performed for areas and surfaces identified in writing by those responsible for managing the health unit.

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

Dispensers: The Contractor shall utilize the government provided dispensers (paper towel, toilet paper, hand soap, etc.). The Contractor shall replenish supplies and fill dispensers as a standard service. Any additional Contractor provided dispensers must be approved by the COR prior to installation. The supplies for the dispensers provided shall be compatible with the dispenser's manufacturer's requirements. Hand soaps shall not contain antibacterial agents except at the two sinks within the health unit.

Receptacles: The Government shall provide receptacles. The Contractor, with proper training in blood borne pathogens, shall wear disposable gloves to empty, clean, and disinfect all sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags.

Exercise Equipment: All vinyl surfaces of exercise equipment shall be wiped clean and have no dust, dirt, and spots. Cleaning shall be performed under and around without moving or lifting items.

1.3.5 Health Unit

Health Units shall have the similar requirements listed in C.3.3 with the following differences:

- Contractor shall move infectious waste container to the trash room once a month for pickup by specialized waste service.
- Soap dispensers shall have antibacterial agents.
- Contractor shall use EPA-Registered disinfectants approved by the Health Unit personnel and the COR
- Specialized training for cleaning the Health Unit as well as training on cleaning up bodily fluids will be provided by the Health Unit. Any new contractor employees assigned to work at the Consulate must receive this training. The Contractor must schedule training times with the Health Unit and notify the COR of the training.
- Health Unit cleaning will be coordinated with the Health Unit personnel for the end of the day, each day.
- See Exhibits D and E for more information.

1.3.6 Fixtures

All fixtures (Including, but are not limited to: washbasins, urinals, modesty panels, toilets, shower stalls, water faucets and handles, etc.) shall be cleaned and sanitized. All fixtures shall maintain a high level of luster and have no dirt, mold, mildew, streaks, or encrustation.

Drinking Fountains/ Bottle Filling Stations: All fountains and bottle filling stations shall be cleaned, sanitized, free of dirt, watermarks, and other debris or encrustations.

1.3.7 Surfaces

Horizontal Surfaces: All horizontal surfaces (including, but are not limited to: countertops, table tops, etc) within approximately 3 meters from the floor shall be wiped clean and free of dust, dirt, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.

Metal, Brass, Woodwork, and Stainless Steel: Surfaces (including, but are not limited to: corners, crevices, moldings, ledges, handrails, grills, doors, door knobs, door handles, door frames, push plates, kick plates, access control panels, light switches, etc.) shall be wiped cleaned and have no dirt, dust, streaks, spots, or smudges.

Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 3 meters from the floor) shall be cleaned and free of dirt, dust, streaks, smudges, watermarks, spots, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. All interior glass (to include glass over and in vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be cleaned and have no dirt, streaks and shall not be cloudy.

1.3.8 Walls

All wall surfaces shall be cleaned and free of dirt, spots, smudges, and marks. Cleaning shall not cause discoloration.

1.3.9 Trash and Wastebaskets

All trash and recycling, including exterior trash containers, shall be collected and removed to the main trash room daily. COB trash room may be used to collect trash from the building before removing it to the main trash room. Trash and recycling containers shall be emptied, kept clean, and odor-free. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue.

For exterior smoking areas, the Contractor shall remove ash and cigarette butts, and materials. Where required, sand in ash receptacles shall be replenished.

1.3.10 Elevators and Stairways

Door Tracks: Tracks shall be cleaned and free of dirt, built up grime, and other soil.

Exterior and Interior Car Surfaces: Surfaces shall be cleaned and have no marks, streaks or smudges. The floors shall be free of removable spots, dirt, and debris. The floors shall maintain their natural luster and not have a dull appearance.

Exposed Surfaces, Treads, Risers and Landings: Stairways, entrances, landings, railings, risers, ledges, elevator panels and buttons (inside and outside of the elevator cab), grills, doors, radiators, and surrounding areas shall have no dirt, litter, residue or grime.

1.3.11 Interior Window Washing

The windows shall be cleaned and free of dirt, streaks, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped clean and free of drips. Windows, including interior wall glass, up to 3 meters from the floor shall be cleaned quarterly. Windows above 3 meters shall be cleaned semi-annually.

For windows that are blast resistant, the Contractor shall follow the manufacturer's recommendations for appropriate window cleaning methods.

1.3.12 Blinds and Coverings

Dusting of Blinds and Coverings: All blinds, coverings, cord tapes, and valances shall be wiped clean or vacuumed and have no dust and spots. Contractor must carefully follow the manufacturer's cleaning instructions. Blinds and coverings that are not operating properly shall be reported to the COR.

1.3.13 Fine Arts Collection

The Contractor shall work with the COR to identify artworks in the building which are considered part of the Consulate's fine arts collection. The Contractor shall work with the COR to determine the best way to ensure that regular maintenance such as floor polishing, dusting, and window washing are accomplished in these areas; and to identify and help mitigate site-specific hazards such as pests that may damage the artworks. Decorative surfaces and artwork should not be cleaned, adjacent surfaces should only be wiped clean (no spraying) and acids, peroxides, alcohol and chlorine bleach should not be used on historic materials.

1.3.14 Policing Inside Areas

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

1.3.1.17 Gallery, Terrace, Servery, and Kitchen

Gallery/Cafeteria: During service hours, the Food Service Contractor maintains the gallery floors and surfaces in a clean, spill-free condition in preparation for cleaning by the Contractor. The Contractor shall be responsible for cleaning and sanitizing the gallery after the Food Service contractor has closed for the day. The Contractor is responsible for trash and recycling collection and removal. The Contractor shall clean, sanitize and ensure the areas are free of spillages, food crumbs, spots, smudges, marks, and soil build-up. These areas include: 1) floors of the gallery and terrace 2) exterior/interior windows (including ledges and frames) and 3) cleaning of dining room equipment (tables, table tops and bases, chairs, booths, counters, tray carts, furniture, water stations, and trash/recycling collection

stations). Food contact surfaces such as public area service counters and dining tables shall be cleaned and sanitized with products safe for food contact. Floors shall be maintained using the floor care standard requirements in C.3.1.

Server and Kitchen Cleaning: These areas are the responsibility of the Food Service Contractor. This includes government installed cooking equipment, cleaning of kitchens, storage rooms, refrigerators, and areas behind serving lines and counters.

1.3.18 Exterior Plate Glass

Exterior glass at the entrances (to include spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies, and vestibules) shall be cleaned, free of dirt, streaks, and shall not be cloudy. The remaining exterior glass cleaning is not part of this contract.

1.4 Exposure Control Plan

The Contractor shall establish and implement an Exposure Control Plan (ECP) to protect Contractor staff, building occupants and visitors from contamination, illness or injury by bacteria, viruses and other infectious agents during custodial tasks. The ECP is a written document that specifies the processes and procedures to be used by the Contractor when working with or around infectious materials. The ECP may be subject to change depending on the needs of the contract, and changes in staff or building conditions. The ECP shall include the following, at a minimum:

- Documentation of internal training and training by Consulate Health Unit Staff
- A list of the personal protective equipment to be used by staff in performing cleaning and disposal of biological materials or waste.
- A description of the procedures to be followed by staff when encountering blood, vomit, sewage, or excrement in the course of their duties.
- A description of the procedures to be followed by staff when encountering mold in the course of their duties, in accordance with the USEPA Mold Remediation in Schools and Commercial Buildings (EPA-402-K-01-001)

The Contractor shall submit their ECP for approval by the CO or their designee not later than 15 days prior to starting work. An example ECP can be found in Section 1, Exhibit F.

1.5 Cleaning Schedule

The cleaning schedule is considered the Contractor's efficient approach to the work. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor and implemented at no additional cost to the government. Cleaning schedules and any revisions are to be submitted to the COR for approval prior to implementation.

The initial cleaning schedule is due in the proposal package. No later than fifteen (15) calendar days prior to the start of work, the Contractor shall submit a finalized cleaning schedule to the COR for approval that fully details when each cleaning activity will be performed. The plan shall be updated as needed to meet the contractual requirements and building standards. The cleaning schedule may be

subject to change depending on the needs of the contract. The Contractor shall be obligated to adhere to the cleaning schedule. The Contractor's cleaning schedule will be utilized by the Government in conjunction with the QASP to effectively assess the Contractor's performance to ensure that the services performed meet contract standards. If the contract is modified to the extent where a change in the cleaning schedule is necessary, the Contractor is required to provide an updated cleaning schedule to the COR for review and acceptance.

The Contractor's cleaning schedule shall include all standard services as described in this specification. The schedule shall take into consideration the hours that the Contractor can effectively perform their services without placing a burden on Consulate security personnel.

The Contractor's cleaning schedule shall, at a minimum, include the cleaning activities, locations, estimated duration, and associated staffing to accomplish the tasks. Include all daily, weekly, monthly and other periodic tasks.

1.6 Staffing Plan

The Contractor's staffing plan shall include a detailed description of how the Contractor intends to accomplish the requirements of the contract. The staffing plan shall include:

- Positions, their titles, responsibilities and physical locations (including corporate resources).
- Minimum qualifications for each key position identified.
- Resumes and references for individuals who will serve in management and supervisory capacities.
- General approach to controlling overtime through efficient use of the workforce. Individual work schedules shall not exceed 40 hours a week. Overtime should not be used to complete the standard services in this contract. Overtime may be necessary under Temporary Additional Services.
- Description of how the Contractor plans to recruit and retain personnel, particularly key personnel.
- Approach to staffing coverage due to employee absences and staffing changes.

The Contractor shall develop and submit an initial staffing plan in the initial proposal package for evaluation and a finalized staffing plan no later than fifteen (15) calendar days prior to contract start. The staffing plan may be subject to change depending on the needs of the contract. The Contractor is obligated to adhere to the approved staffing plan. The Contractor's staffing plan will be utilized by the Government in conjunction with the QASP to effectively assess the Contractor's performance to ensure that the services performed meet the contract standards. If the contract is modified to the extent where a change in the staffing plan is necessary, the Contractor is required to submit a revised staffing plan for approval by the COR.

1.6.1 Supervision

The Contractor shall designate a project manager who shall be on-site to provide supervision. This project manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The project manager shall have supervision as his or her primary function.

Qualifications: The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. Also, the project manager must have a minimum of 3 years' experience in managing related services in buildings of similar size and complexity. The project manager must have received sufficient formal training to instruct the staff on proper cleaning procedures, as well as safe and effective use of equipment and machinery.

1.6.2 Janitor Qualifications

The Contractor shall provide appropriate training to their employees. The personnel employed by the Contractor shall be capable employees, who are trained and qualified in one or more related commercial building cleaning services.

1.7 Temporary Additional Services

Temporary Additional Services are the same services that are defined in C.3 Standard Services but are required at times in addition to the approved cleaning schedule defined in C.4. These services support special events at the Post. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24-hour advance notice.

Submit as part of your initial proposal the pricing for the temporary additional services in Section 1. When requested to provide these services, Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services. The Contractor will be compensated at the quantity rate specified on the offer (See Section 1, Services, Ordering and Prices).

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

1.8 Quality Control Plan (QCP)

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). The Contractor shall develop and submit an initial QCP in the initial proposal package and a finalized QCP no later than fifteen (15) calendar days prior to contract start.

The Contractor shall establish and implement a complete QCP to ensure the requirements of the contract are met. The QCP is a written document that specifies a system for determining whether cleaning service requirements are being met and identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP also identifies opportunities where the Contractor can make improvements in the services provided.

The QCP is subject to change depending on the needs of the contract. The Contractor shall be obligated to adhere to the QCP. The QCP will be utilized by the Government in conjunction with the

QASP to effectively assess the Contractor's performance to ensure that the services performed meet contract standards. If the contract is modified to the extent where a change in the QCP is necessary, the Contractor is required to provide an updated QCP to the COR for review and acceptance.

The QCP shall at a minimum include the following:

- How the Contractor will control the quality and quantity of supplies and services.
- Define the roles and responsibilities of the Contractor's operating personnel.
- How project management, inspections, plan implementation, process improvement changes, and correction of deficiencies in this contract will be accomplished.
- An inspection plan or checklist specifically tailored to this contract. This should include surprise inspections. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the contract and shall include, but is not limited to:
 - Date of inspection performed
 - Location of inspection
 - Description of findings
 - Description of action(s) taken (if necessary)
 - Signature and date of completion
- A written training program to ensure that the Contractor's employees are capable of successfully accomplishing all work task(s) under this contract.
- A contingency plan for separation of employees and employee absences.
- How Contractor shall monitor deficiencies of work output in relation to the performance standards

2. PACKAGING AND MARKING -RESERVED

3. INSPECTION AND ACCEPTANCE

3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

3.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
<p align="center"><u>Services</u></p> <p>Performs all janitorial services set forth in the Performance Work Statement (PWS)</p>	<p>C.1 thru C.7</p>	<p>All required services are performed and no more than one (1) customer complaint is received per month</p>

3.2.1 Surveillance

Customer Complaints - The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Periodic Inspections - The COR or assigned personnel will perform inspections on a random basis. COR will evaluate the contractor's reports, surveys, etc.

3.2.2 Standard

The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

3.2.3 Procedures

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

4. DELIVERIES OF PERFORMANCE

4.1 PERIOD OF PERFORMANCE

4.1.1 The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with **three**, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

4.1.2 The Government may extend this contract for up to three (3) additional 12-month periods in accordance with the option clause in Section 2. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract. See also Section 2, FAR 52.217-8, Option to Extend Services, for up to an additional six months of optional performance, if required by the Government.

4.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 STOP-WORK ORDER (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

4.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract:		
Description	Delivery Date	Deliver To
1.1.3 – General Instructions	30 days after award	COR
1.1.4 – Cleaning Procedure	30 days after award	COR
1.2 – Cleaning Materials and Equipment List	15 days prior to start	COR
1.2.3 – Hazard Communication Plan	15 days prior to start	COR
1.4 – Exposure Control Plan	15 days prior to start	COR
1.5 – Cleaning Schedules	Initial due in proposal package, final due 15 days prior to start	COR

1.6 – Staffing Plan	Initial due in proposal package, final due 15 days prior to start	COR
1.8 – Quality Control Plan	Initial due in proposal package, final due 15 days prior to start	COR

4.4 NOTICE TO PROCEED

After contract award and submission of insurance certificates, the Contractor shall be sent a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

5. CONTRACT ADMINISTRATION DATA

5.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Facilities Manager Adam Bliss.

5.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

5.3 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address:

Finance Office
U.S. Consulate General
131 Moo 4, Superhighway Chiangmai-Lampang Road
Mueang, Chiang Mai
Email: ChiangmailInvoices@state.gov

5.4 Value Added Tax

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

6. SPECIAL CONTRACT REQUIREMENTS

6.1 SECURITY

6.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

6.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

6.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear distinctive, uniform clothing for easy identification. Uniforms shall be neat, clean, and in good repair.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects. Smoking (including vaping, and e-cigarettes) is not allowed in the building.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

6.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

6.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period sufficient liability insurance to cover bodily injury and property damage.

The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) Any property of the Contractor,
- (b) Its officers,
- (c) Agents,
- (d) Servants,
- (e) Employees, or
- (f) Any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the performance of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

6.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. If Contractor is self-insured then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

6.6 PROVIDED BY THE GOVERNMENT (Not Identified Elsewhere in the Specification)

Provided by the Government is:

- 220V Electrical power at existing outlets for the Contractor to operate equipment which is necessary to perform their work. Consulate outlets are North American 220V type and will not work with Thai plugs. The Government will provide adapters, or at the contractor's request, the government will change the cord plug end.
- Hot and cold water as necessary limited to the normal supply provided in the building. No special heating or cooling of the water shall be provided.
- Space in the building for the storage of supplies and equipment inventories that are used in the performance of work under this contract. The Contractor shall maintain this space in a clean, neat and orderly condition. Under no circumstances shall the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government is **not responsible** in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts or equipment.
- Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and organized by the Contractor. Sinks and buckets shall be kept clean and free of standing water and hoses shall not be left connected to faucets when not in use.

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1 List of Attachments

Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL SERVICES

Exhibit B - CONTRACTOR FURNISHED MATERIALS

Exhibit C - GOVERNMENT FURNISHED PROPERTY

Exhibit D - CLEANING FREQUENCIES

Exhibit E - CLEANING INSTRUCTIONS

EXHIBIT A – LOCATION AND TIMES FOR JANITORIAL SERVICES

All standard services are to be delivered on regular Embassy work days.				
Consulate Office Building (COB)				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
COB, 1st Floor				
Breakroom	2	26.8	0730 to 1630	
Breakroom	1	8.5	0730 to 1630	Yes
Corridors and Stairs	14	386.4	0730 to 1630	
Corridors and Stairs	1	14.3	0730 to 1630	Yes
Elevators	3	9.2	0730 to 1630	
Gym	1	55.9	0730 to 1630	
Lobby	3	287.7	0730 to 1630	
Multi-Purpose Room	3	135.4	0730 to 1630	
Office	3	29.2	0730 to 1630	
Office	14	464.0	0730 to 1630	Yes
Restrooms	9	91.4	0730 to 1630	
Storage/Janitor Closet	4	6.4	0730 to 1630	
Telecom	6	119.6	0730 to 1630	
Total Area - COB, 1st Floor: 1634.8 Square Meters				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
COB, 2nd Floor				
Breakroom/HUB	1	22.7	0730 to 1630	
Breakroom/HUB	1	22.1	0730 to 1630	Yes
Conference	5	98.9	0730 to 1630	
Conference	2	31.5	0730 to 1630	Yes
Coridors and Stairs	13	256.2	0730 to 1630	
Coridors and Stairs	2	50.8	0730 to 1630	Yes
Gallery and Terrace	3	335.3	0730 to 1630	
Office	9	373.3	0730 to 1630	
Office	8	107.9	0730 to 1630	Yes
Restroom	2	31.3	0730 to 1630	
Storage/Janitor Closet	1	1.1	0730 to 1630	
Telecom	2	42.5	0730 to 1630	Yes
Total Area - COB, 2nd Floor: 1373.6 Square Meters				

Location	Quantity	Estimated Area	Scheduled Hours	Escort
COB, 3rd Floor				
Breakroom/Hub	1	22.9	0730 to 1630	
Conference	2	45.3	0730 to 1630	
Corridors and Stairs	13	409.6	0730 to 1630	
Corridors and Stairs	2	51.4	0730 to 1630	Yes
Executive Office	1	89.0	0730 to 1630	Yes
Executive Kitchenette	1	7.9	0730 to 1630	Yes
Executive Restroom	1	8.1	0730 to 1630	Yes
Health Unit	1	65.8	0730 to 1630	Yes
Office	7	255.5	0730 to 1630	
Office	3	10.6	0730 to 1630	Yes
Restroom	4	45.7	0730 to 1630	
Storage/Janitor Closet	1	1.1	0730 to 1630	
Telecom	1	18.8	0730 to 1630	Yes
Total Area - COB, 3rd Floor: 1031.7 Square Meters				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
COB, 4th Floor				
Corridors and Stairs	2	34.9	0730 to 1630	
Corridors and Stairs	1	13.7	0730 to 1630	Yes
Telecom	1	12.7	0730 to 1630	Yes
Total Area - COB, 4th Floor: 61.3 Square Meters				
Grand Total of All Areas - COB: 4101.4 Square Meters				

Support Annex (SPX)				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
Breakroom	2	48.9	0730 to 1630	
Restroom/Locker	4	148.8	0730 to 1630	
Corridor, Stair, Janitorial	9	190.1	0730 to 1630	
Receiving, Elevator, Office	3	22.7	0730 to 1630	Yes
Warehouse/Storage	3	500.2	0730 to 1630	Yes
Telecom	1	5.9	0730 to 1630	Yes
Mail Sorting Facility	1			
Total Area - SPX: 916.5 Square Meters				

Utility Building (UTL)				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
Telecom	1	9.3	0730 to 1630	Yes
Total Area - UTL: 9.3 Square Meters				

Main Campus Access Pavillion (MCAP)				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
Lobby/Corridor	1	82.6	0730 to 1630	
Restroom	1	4.8	0730 to 1630	
Telecom	1	13.1	0730 to 1630	Y
Total Area - MCAP: 100.5 Square Meters				

Consular Campus Access Pavillion (CCAP)				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
Lobby/Corridor	3	63.3	0730 to 1630	
Telecom	1	5.3	0730 to 1630	Y
Total Area - CCAP: 68.6 Square Meters				

Service Campus Access Pavillion (SCAP)				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
Lobby/Corridor	2	68.9	0730 to 1630	
Storage/Receiving	2	64.6	0730 to 1630	
Restroom	2	11.0	0730 to 1630	
Telecom	2	18.4	0730 to 1630	Yes
Total Area - SCAP: 162.9 Square Meters				

Other Spaces				
Location	Quantity	Estimated Area	Scheduled Hours	Escort
Mail Screening	1	11.1	0730 to 1630	Yes
Guard Booths	5	22.1	0730 to 1630	
Total Area - SCAP: 162.9 Square Meters				

TOTAL SQUARE METERS OF ALL JANITORIAL SERVICE AREAS = 5,522.1 SQUARE METERS

EXHIBIT B - CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for the performance of the duties and requirements of this contract. The contractor shall use professional and commercial-grade equipment to be able to do quality work in an efficient manner. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service. All machinery, tools, and equipment required for regular, or emergency services must be kept on site and may not be used elsewhere. Large equipment used only for periodic cleaning, such as a carpet extractor, may be kept off site and only brought when that cleaning is scheduled. Additional requirements can be found in Exhibit E – Cleaning Instructions.

Cleaning Chemicals

The Contractor shall use only environmentally preferable chemical cleaning products for all proposed cleaners. The Contractor shall identify products by brand name and provide SDS sheets for each product. Products must conform with the manufacturer's requirements of the surface being cleaned. These types of cleaners include:

- pH neutral multi-surface cleaner
- pH neutral floor cleaner
- Bathroom Disinfectant
- Glass Cleaner
- Grout Sealer
- Carpet Spotting Solutions
- Carpet Pre-Spray Cleaner
- Carpet Encapsulation Cleaner
- Rubber floor safe cleaner
- Cream cleanser
- Dish soap
- Wood Deck Cleaners
- Wood Deck Finish
- Wood floor oil finish
- Upholstery stain remover
- Dry Cleaner Solvent
- Hand Soap (non-antibacterial) – Must be a
- Antibacterial Hand Soap (for Health Unit)
- Microfiber-safe Laundry Detergent

Note: Hand soap for automatic dispensers will be provided by the Government but replenished by the Contractor.

Consumables

The Contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

- Bathroom Tissue - The bathroom tissue must be certified by Forest Stewardship Council (FSC) and Thai Green Label. Tissue rolls must be standard size (102mm wide). Tissue must be strong but septic safe and easily dissolved in water. Rolls with more paper per roll, and paper wrapped are preferred, such as Scott 03821 from <https://www.kcprofessional.com/th-th/products/>
- Toilet Seat Covers - Toilet seat covers must contain recycled content. Must be half/single fold and compatible with installed dispensers
- Paper Towels - The paper towels must contain at least 100% recovered materials and 40% post-consumer content. Paper towels must work with installed dispensers. Do not use low grade, thin towels, as they have a tendency to rip easily. Tissue paper is not allowed. The manufacturer recommends the following:
 - Single fold at 254 mm x 254mm or 241 mm x 267 mm
 - Multifold (Z-Fold) at 238 mm x 251 mm or 238 mm x 241 mm
- Plastic Trash Bags - Plastic trash bags must contain at least 25% post-consumer content. Trash bags must fit the container. Overhang should be at least 8 cm and be more than 15 cm. Thicker bags shall be used in food areas to prevent breakage and leaks. All waste containers except those in the trash room must have a liner.
- Sanitary Product Disposal Liners – Wax or plastic liners that fit correctly in the sanitary product disposal unit.

Equipment

In addition, the Contractor must provide all equipment, tools, machinery, etc., necessary to complete the services of this contract. These items must not mark or damage the finishes within the building.

Examples of these items include:

- Janitor Carts
- Microfiber Cloths in red, yellow, green, and blue to follow required color code
- Flat Mops and microfiber mop pads (colored based on areas cleaned)
- Dual Chamber mop buckets and wringer
- Toilet brushes
- Chemical containers and sprayers
- Backpack vacuum with HEPA filter and necessary attachments for required surfaces
- Brushes
- Dusters, and high dusting tools
- Window cleaning tools and high reach poles
- Brooms and dust pans.
- Upholstery/carpet spot extractor
- Carpet extractor, with wand, heater, and other accessories.

Information on environmentally preferable products (EPP) can be found at <https://www.epa.gov/greenerproducts>, and at Thai Green Label <https://greenlabel.tei.or.th/>

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally preferable product, either the Contractor or Contracting Officer may propose for consideration an “equal” product. If the parties agree to the replacement product, the contract will be modified.

EXHIBIT C – GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

- Hand Soap For Automatic Dispensers – The Contractor will be required to replace the empty containers.
- Batteries for automatic soap dispensers and faucets.

The following items are available for use when requested, but are not solely for the contractor's use:

- Carpet drying fans/air movers (6 Units)
- Portable Dehumidifiers (2 units)
- Stepladders

EXHIBIT D – CLEANING FREQUENCIES

The following is given as a guide. The contractor is responsible for following all manufacturer instructions and cleaning all required spaces.

Frequencies are given by space type. See Cleaning Requirements for further information.

Corridors

Spot clean walls, doors etc.	Weekly
Dust all horizontal surfaces below 1.5 meters	Daily
Dust all horizontal surfaces above 1.5 meters	Monthly
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Daily
Clean/disinfect drinking fountain	Daily
Spot clean interior glass	As Needed
Clean door glass	Daily
Clean interior glass (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Clean trash receptacles	Weekly
Vacuum/dust mop floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Daily
Machine scrub floors	Weekly
Dust or vacuum wall tile	Annually
Vacuum supply and return vents	Monthly
Dust wood ceilings	Monthly

Lobbies

Dust ceiling and light fixtures	Monthly
Wipe down touch points	Daily
Clean door glass (interior and exterior)	Daily
Spot clean interior glass	As Needed

Clean interior glass (full cleaning) up to 3 meters	Quarterly
Spot clean exterior glass up to 3 meters	Quarterly
Clean interior high-reach glass - above 3 meters	Semi-Annual
Empty trash/replace liners	Daily
Clean trash receptacles	Weekly
Vacuum/dust mop floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Daily
Machine scrub floors	Weekly
Vacuum supply and return vents	Monthly
Remove rugs and clean	Annual
Spot clean furniture	As Needed
Vacuum furniture upholstery	Weekly
Vacuum fabric wall panels	Monthly
Dust or vacuum wall tile	Annually
Remove spots from fabric wall panels	As Needed
Wipe down entrance floor grille	Daily
Scrub entrance floor grille with pad	Weekly
Clean out floor grill tray	Monthly
Vacuum dust from window shades	Quarterly

Restrooms/Locker Rooms

Regular cleaning of restrooms (Heavy use restrooms may require 2x daily)	Daily
Clean showers	Daily
Clean walls	Monthly
Clean entire mirror	Monthly
Clean toilet partitions	Monthly
Scrub floors	Monthly
Vacuum supply and return registers	Monthly

Dust light fixtures	Monthly
Seal grout	Annual
Dust/wipe ceiling	Annual
Wipe down exterior of lockers	Monthly
Clean out interior of Lockers	Semi-Annual

Gym

Dust ceiling and light fixtures	Monthly
Wipe down touch points, including exercise equipment	Daily
Spot clean walls, doors etc.	As Needed
Spot clean mirrors	As Needed
Full clean mirrors	Quarterly
Clean/disinfect drinking fountain	Daily
Vacuum Rubber Athletic Floor	Daily
Spot clean flooring	Daily
Scrub clean flooring	Monthly

Health Unit

Clean up bodily fluids upon request from medical staff	As needed
Dust all horizontal surfaces below 1.5 meters	Weekly
Dust all horizontal surfaces above 1.5 meters	Monthly
Dust ceiling and light fixtures	Monthly
Spot clean walls, doors, cabinets, etc.	Daily
Clean, then disinfect high-touch points, including exam table	Daily
Clean, then disinfect counters and all low-touch points	Weekly
Spot clean interior glass	Weekly

Clean interior glass (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Remove medical waste to trash room	Monthly
Clean trash receptacles	Weekly
Vacuum/dust mop floors	Daily
Damp mop entire floor	Daily
Machine scrub floors	Monthly
Vacuum supply and return vents	Monthly
Spot clean/vacuum upholstery	Daily
Vacuum upholstery	Weekly

Executive Suite

Spot clean walls, doors etc.	Daily
Dust all horizontal surfaces below 1.5 meters	Daily
Dust all horizontal surfaces above 1.5 meters	Monthly
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Weekly
Spot clean interior glass	As Needed
Clean glass entry door	Daily
Clean interior glass (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Clean trash receptacles	Monthly
Vacuum carpet	Weekly
Carpet spot removal	As Needed
Full carpet extraction	Annual
Vacuum supply and return vents	Monthly
Vacuum chair seats	Monthly
Dust and clean chair bases	Monthly
Vacuum upholstery	Weekly
Clean upholstery	As Needed

Clean wood surfaces	Quarterly
Vacuum fabric wall panels	Monthly
Spot clean fabric wall panels	As Needed

Private Offices

Spot clean walls, doors etc.	As Needed
Dust all horizontal surfaces below 1.5 meters	Weekly
Dust all horizontal surfaces above 1.5 meters	Monthly
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Weekly
Spot clean interior glass	As Needed
Clean glass doors	Weekly
Clean interior glass (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Clean trash receptacles	Monthly
Vacuum carpet	Weekly
Carpet spot removal	As Needed
Interim carpet cleaning	Semi-Annual
Full carpet extraction cleaning	Annual
Vacuum supply and return vents	Monthly
Vacuum chair seats	Monthly
Dust and clean chair bases	Quarterly

Open Office Areas

Spot clean walls, doors etc.	As Needed
Dust all horizontal surfaces below 1.5 meters	Weekly
Dust all horizontal surfaces above 1.5 meters	Monthly
Dust ceiling and light fixtures	Semi Annual
Wipe down touch points	Monthly
Spot clean interior glass	As Needed

Clean interior glass (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Clean trash receptacles	Monthly
Vacuum aisle/walkway carpet	Daily
Vacuum desk areas	Weekly
Carpet spot removal	As Needed
Interim carpet cleaning	Quarterly
Aisle/walkway carpet extraction cleaning	Semi Annual
Full carpet extraction cleaning	Annual
Vacuum supply and return vents	Monthly
Vacuum chair seats	Monthly
Dust and clean chair bases	Quarterly

Multi-Purpose Room

Spot clean walls, doors, handrails, etc.	Daily
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Weekly
Clean door glass (interior and exterior)	Daily
Spot clean interior glass	As Needed
Clean interior glass (full cleaning) up to 3 meters	Quarterly
Clean interior high-reach glass - Above 3 meters	Semi-Annual
Empty trash/replace liners	Daily
Clean trash receptacles	Monthly
Vacuum/dust mop hard floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Weekly
Machine scrub floors	Weekly
Vacuum supply and return vents	Monthly
Spot clean furniture	As Needed
Vacuum furniture upholstery	Monthly

Vacuum fabric wall panels	Monthly
Remove spots from fabric wall panels	As Needed
Vacuum dust from window shades	Quarterly
Vacuum carpet	Weekly
Carpet spot removal	As Needed
Interim carpet cleaning	Quarterly
Full carpet extraction cleaning	Annual

Conference Rooms

Spot clean walls, doors etc.	Weekly
Dust all horizontal surfaces below 1.5 meters	Weekly
Dust all horizontal surfaces above 1.5 meters	Monthly
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Daily
Spot clean interior glass	As Needed
Clean door glass	Weekly
Clean interior glass and glass walls (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Clean trash receptacles	Weekly
Vacuum entire carpet	2x Weekly
Carpet spot removal	As Needed
Interim carpet cleaning	Quarterly
Full carpet extraction cleaning	Annual
Vacuum supply and return vents	Monthly
Clean whiteboards	Weekly
Spot clean fabric wall panels	As Needed
Vacuum fabric wall panels	Monthly
Vacuum chair seats	Monthly
Dust and clean chair bases	Monthly

Breakrooms/Hubs

Spot clean walls, doors etc.	Weekly
Spot clean wood cabinets	Daily
Clean cabinet and counter surfaces	Weekly
Dust all horizontal surfaces below 1.5 meters	Daily
Dust all horizontal surfaces above 1.5 meters	Monthly
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Daily
Clean/disinfect sink	Daily
Spot clean interior glass	As Needed
Clean glass door	Weekly
Clean interior glass (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Clean trash receptacles	Weekly
Vacuum/dust mop floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Daily
Machine scrub floors	Weekly
Vacuum supply and return vents	Monthly
Dispose of all items from refrigerator and clean interior	Weekly
Clean out cabinet interiors, dispose food.	Monthly
Spot clean upholstery	As Needed
Vacuum upholstery	Daily

Workrooms

Spot clean walls, doors etc.	Weekly
Spot clean wood cabinets	Weekly
Dust all horizontal surfaces below 1.5 meters	Weekly
Dust all horizontal surfaces above 1.5 meters	Monthly

Dust ceiling and light fixtures	Monthly
Wipe down touch points	Weekly
Spot clean interior glass	Daily
Clean Glass door	Weekly
Clean interior glass (full cleaning)	Quarterly
Empty trash/replace liners	Daily
Clean trash receptacles	As Needed
Vacuum/dust mop floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Daily
Machine scrub floors	Weekly
Vacuum supply and return vents	Monthly

Elevators

Clean doors	Daily
Clean wall panels	Weekly
Spot clean wall panels	Daily
Vacuum/dust mop floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Daily
Dust ceiling and light fixtures	Monthly
Vacuum then wipe down door tracks	Daily
Wipe down touch points	Daily

Gallery/Cafeteria

Spot clean walls, doors etc.	Daily
Dust low ceiling and light fixtures	Monthly
Dust high ceiling and light fixtures	Annual
Wipe down touch points	Daily
Clean door glass (interior and exterior)	Daily

Spot clean interior glass	As Needed
Clean interior glass (full cleaning) up to 3 meters	Quarterly
Clean exterior glass up to 3 meters	Quarterly
Clean high interior glass (above 2 meters)	Semi-Annual
Empty trash/replace liners	Daily
Clean trash receptacles	Weekly
Vacuum/dust mop floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Daily
Machine scrub floors	Weekly
Vacuum low ceiling supply and return vents	Monthly
Vacuum high ceiling supply and return vents	Annual
Spot clean upholstered furniture	As Needed
Vacuum furniture upholstery	Daily
Dust or vacuum wall tile	Annual
Clean dining tables and chairs	Daily

Stairways (Wood)

Spot clean walls, doors, handrails, etc.	Weekly
Vacuum all wood surfaces	Daily
Clean spills, food stains etc.	Daily
Wipe down touch points	Weekly
Dust guards, handrails, framing, etc.	Weekly
Vacuum dust from metal grating	Semi-Annual
Spot clean walls, doors, handrails, etc.	Daily
Dust chandelier	Semi-Annual

Stairways (Concrete)

Spot clean walls, doors, handrails, etc.	Weekly
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Dust all surfaces	Monthly
Wipe down touch points	Weekly
Vacuum/dust mop floors	Weekly
Spot mop floor	Daily
Damp mop entire floor	Weekly
Scrub stairs with brush	Monthly

Telecom Rooms

Vacuum/dust mop hard floors	Weekly
Damp mop entire floor	Weekly
Dust and clean counter tops	Weekly
Vacuum dust off surfaces	Monthly

Trash Rooms

Scrub and mop floor	Monthly
Spot clean walls, doors, etc.	As Needed
Clean trash receptacles	Semi-Annual

Warehouse and Receiving

Machine scrub floors	Weekly
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Terrace (Exterior)

Clean dining tables and chairs	Daily
Remove debris and wash deck	Daily
Use deck cleaner and brightener	Semi Annual

Sala (Exterior)

Clean dining tables and chairs	Daily
Sweep and remove debris	Daily

Pressure wash paving	Semi Annual
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Campus Access Pavilions

Spot clean walls, doors etc.	Weekly
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Daily
Clean door glass (interior and exterior)	Daily
Spot clean interior glass	As Needed
Clean interior glass (full cleaning) up to 3 meters	Quarterly
Spot clean exterior glass up to 3 meters	Quarterly
Clean interior high-reach glass - above 3 meters	Semi-Annual
Empty trash/replace liners	Daily
Clean trash receptacles	Weekly
Vacuum/dust mop floors	Daily
Spot mop floor	Daily
Damp mop entire floor	Daily
Machine scrub floors	Weekly
Vacuum supply and return vents	Monthly
Clean horizontal blinds	Quarterly
Wipe down entrance floor grille	Daily
Scrub entrance floor grille with pad	Weekly
Clean out floor grill tray	Monthly
Dust all horizontal surfaces below 1.5 meters	Weekly
Dust all horizontal surfaces above 1.5 meters	Monthly

Mail Screening Facility

Spot clean walls, doors etc.	Monthly
Dust ceiling and light fixtures	Monthly
Wipe down touch points	Monthly
Clean all glass (interior and exterior)	Monthly

Clean Floors	Monthly
Clean fume hood inside and out	Monthly

EXHIBIT D – CLEANING INSTRUCTIONS

The following is given as a guide. The contractor is responsible to follow all manufacturer instructions. The contractor is responsible for cleaning all surfaces and materials in the building. Any omissions from this list do not remove the responsibility to maintain that item.

All cleaners shall be environmentally responsible products.

Cleaners must be diluted correctly. To ensure this all cleaners shall be diluted using chemical cleaner dispenser unless otherwise approved by FM

General Instructions

- Chairs, trash receptacles, and easily movable items shall be tilted or moved to clean underneath.
- When completed, floors, countertops, glass, etc shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- The contractor shall use washable, durable, microfiber cloths and mop pads for cleaning. This reduces paper waste, and improves cleanliness. Cloths and mops shall be changed regularly to prevent cross-contamination. These shall be re-washed and sanitized before use. The contractor may utilize the washer and dryer in the janitor room in the SPX. The contractor shall follow correct laundering procedures for microfiber. Cloths that are stained, torn, or worn, shall be replaced.
- Single use wipes, towels, etc. shall only be allowed for use when cleaning up bodily fluids.

Color-Coded Cleaning System

The contractor shall use a color-coded cleaning system to minimize cross-contamination. The contractor will train the staff to understand what the different colors mean. The following color coding shall be used:

- Red – for areas of higher risk of contamination, such as toilets and bathroom floors.
- Yellow – for areas of moderate risk, such as bathroom sinks, counters, and soap dispensers.
- Blue – is for general use. It is used for dusting, windows, desks, doors, etc.
- Green – for food preparation and consumption surfaces, such as breakroom/hub counters, gallery dining tables, and microwaves.

Microfiber cloths and mop pads are required to be the colors above. The contractor is also required to use red mop handles and buckets, for the bathrooms. Red markings on the handles and buckets is also acceptable. The red mop and bucket may not be used for other area types.

Restroom Cleaning

Restrooms used by visitors to the chancery shall be checked several times daily to ensure that the facilities are always clean and neat.

Daily

- Block door and set up wet floor sign.
- Clean debris from urinals and toilets.
- Flush each toilet and urinal.
- Apply disinfectant solution to interior and exterior surfaces of all urinals and toilets.
- Replenish supplies.
 - Toilet seat covers
 - Toilet Paper
 - Paper towels
 - Soap Dispensers
 - Changing table covers
- Empty the trash cans.
- Dust and spot clean dividers and other high areas.
- Sweep the floor, remove all dust and debris.
- Using a **Yellow** microfiber cloth, wipe down all surfaces such as mirrors, sinks, countertops, doorknobs, faucets and paper towel dispensers.
- Using a bowl brush, clean inside of urinals and toilets. Spray and wipe down surfaces with **RED** microfiber cloth and cleaning solution, including outside surfaces of toilet, flush handle and wall or divider wall surfaces around toilet or urinal.
- Using **RED** microfiber mop and **RED** dual chamber mop bucket, mop floor working toward the exit in an "S" pattern.

Monthly

In addition to the daily work complete the following:

- Wall cleaning
 - Apply cleaning solution with microfiber mop.
 - Scrub walls with mop. For difficult areas use a soft deck brush.
 - Wipe the wall with large squeegee.
- Mirror cleaning
 - Using T-Bar with sleeve, apply cleaning solution scrubbing bottom to top.

- Remove solution top to bottom with squeegee.
- Clean Stalls and Partitions
 - Apply solution and scrub with T-Bar from bottom to top.
 - Remove solution top to bottom with squeegee
- Floor Cleaning
 - Using upright floor scrubber or floor brush, scrub all areas of the floor.
 - Push solution to floor drain with squeegee.
 - Dry floor with mop.
- Vacuum supply and return registers .

Annual

- Seal grout.
- Dust/wipe ceiling.

Health Unit Cleaning

Health Unit is cleaned similar to other areas with the same finishes, but extra care must be taken to protect the janitorial staff, health unit staff, and patients. Health unit should be cleaned at the end of the day after all patients appointments are over.

Equipment:

- pH neutral multi-surface cleaner
- Glass cleaner
- Approved Hydrogen Peroxide based or Quaternary based EPA-Registered disinfectant.
- Clean microfiber cloths (red for restroom, yellow in other areas)
- Clean microfiber mop heads (red for restroom, yellow or blue for other areas)

Instructions

- Use PPE including gloves, masks, etc.
- Only those that have undergone training from the medical staff should clean the Health Unit.
- Do not clean medical equipment except for exam table surfaces.
- Use fresh, clean mops, rags, wipes, etc. Do not use items used in other parts of the building.
- Refill soap dispensers in the health unit with approved antibacterial soap.
- Clean restroom following the directions for other restrooms. To prevent cross contamination, do not use mops, rags, mop water, etc. from the restroom in the rest of the Health Unit.
- Follow directions and frequencies all other surfaces.
- Pay special attention to any spots of bodily fluids on all surfaces and use appropriate cleaning procedures.
- After cleaning as usual, disinfect all high-touch surfaces daily using approved disinfectant. On a weekly basis, disinfect all other low-touch surfaces.

- The Health Unit will have a vendor to pick up medical waste from the site. The janitors must take the medical waste container to the trash pick-up spot on a monthly basis.
- Remove PPE following the method instructed. Dispose of PPE into medical waste containers. Wash hands thoroughly.

Carpet

All carpet areas should follow the Carpet and Rug Institute 204 Commercial Carpet Standard for Maintenance and Cleaning. Following these procedures are necessary for maintaining the life and appearance of the carpet and will ensure that manufacturer warranties are not invalidated.

Equipment

- Backpack Vacuum – CRI Certified or FM approved equivalent. Recommend using “sidewinder” tools for better cleaning and efficiency. (Vacuum with beater brush may be used for Executive Suite carpet).
- Hot Water Extractor – Portable Wand type.
 - CRI Certified or FM approved equivalent
 - Solution Pump Pressure 200 PSI minimum – Heated
 - Good airflow and water lift
- Upholstery/Spotter extractor .
- Pump up or powered solution sprayer .
- Counter-Rotating Brush (CRB) machine with carpet safe brushes.
- Spotting kit – with various spotters, terry cloth towels, tamping brush, etc.
- Carpet Groom brush – such as Grandi-groom.
- Air Movers/Fans.
- Dehumidifiers.
- Pre Spray – Ecolab 3 in 1 Carpet Cleaner, Revitalize, other CRI certified cleaner.
- Encapsulation – Ecolab Facilipro Encapsulation Carpet Cleaner, Revitalize encapsulation cleaner, or other CRI Certified cleaner.

Note: Rotary machines are not permitted to be used on any carpet in the Consulate.

Routine Cleaning

Daily

- Vacuum heavy traffic areas: open office and consular area aisles.

Weekly or more

- Vacuum private offices, meeting rooms, and all other carpeted areas.

As needed

- Clean stains, spots, spills etc. immediately. Use correct stain remover and procedures. DO NOT scrub stain, or soak stain with cleaner, as this moves the stain further into carpet. Use upholstery/spotter extractor with clean water as final step.
- Vacuum dry soil spills immediately.
- Vacuum after events.

Interim Maintenance

1-3x Annually – (Between Hot Water Extraction cleanings)

- Notify Facility Management of scheduled cleaning and ensure HVAC system will be operating in the area.
- For heavy traffic areas (open office and consular area aisles) and conference rooms
- Remove movable furniture from the area. Vacuum thoroughly, at least one pass in each direction.
- Mix extraction solution as directed by manufacturer.
- Set up wet floor signs.
- Using pump up or powered sprayer, spray solution evenly on carpet at rate specified by manufacturer.
- Use CRB to work solution into carpet fibers. Use carpet brush for small areas or areas not accessible to CRB.
- Allow solution to dry before allowing traffic in the area.
- Vacuum cleaned area when completely dry, may be done the following day during regular vacuuming schedule.
- Replace Furniture.

Deep Cleaning

At least Annually

- Notify Facility Management of scheduled cleaning and ensure HVAC system will be operating in the area.
- Remove movable furniture from the area. Vacuum thoroughly, at least one pass in each direction.
- Set up wet floor signs.
- Mix extraction solution as directed by manufacturer with hot water (check solution and sprayer manufacturer for maximum temperature).
- Using pump up or powered sprayer, spray solution evenly on carpet at rate specified by manufacturer.

- Use CRB to work solution into carpet fibers. Use carpet brush for small areas or areas not accessible to CRB.
- Allow solution to dwell for 10 minutes.
- Using Hot Water Extractor, extract the solution using clean water. Make 2 wet passes, followed by 2 dry passes. Each pass in a different direction. Move at approximately 1 ft per second.
- Set up air movers and dehumidifiers in the area. Do not allow access to area until completely dry.
- Replace furniture when completely dry.

Porcelain Tile – Floor

Equipment

- pH neutral cleaner.
- Grout sealer.
- Vacuum with hard floor attachment.
- Floor scrubber with soft bristle brush.
- Dual chamber mop bucket and microfiber mop head.

Note

- No high-speed scrubbers, abrasive cleaners, or stiff brushes.
- No waxes or other finishes. Only apply grout sealer as approved by FM.

Routine Cleaning

- Remove trash/debris.
- Vacuum dust.
- Clean floor scrubber with pH neutral detergent for larger areas. Use damp microfiber mop for smaller areas. Change mop water frequently.
- Clean restroom or other high traffic areas more often if required.

Annually

- Apply grout sealer as directed by manufacturer.

As Needed

- Quickly clean up spills.

Porcelain Tile – Wall

Equipment

- pH neutral multi-surface cleaner.

- Backpack Vacuum.
- Hard Surface tool.
- Microfiber cloth.
- Microfiber mop.

As Needed

- Spot clean using multi-surface cleaner and microfiber cloth.

Periodic cleaning

- Dust walls with hard surface vacuum or wall duster.
- Clean with multi-surface cleaner. Use microfiber mop or microfiber cloth to wipe it down.

Decorative Tile – Wall

(Blue: Gallery, Elevator lobby, First Floor Corridor; Red/gold: Main and Consular Lobby)

Equipment

- pH neutral multi-surface cleaner.
- Backpack Vacuum.
- Wall Duster.
- Microfiber cloth.

Annually

- Dust walls with hard surface vacuum or wall duster.

As Needed

- Spot clean using multi-surface cleaner and microfiber cloth.

Natural Stone – Thresholds

(Restrooms, Showers, Kitchen)

- Clean with pH neutral cleaner same as surrounding floor.
- Do not use cleaners with acid or bleach.
- Remove stains with stone specific poultice.
- Re-apply sealer annually.

Quartz Countertops and Sinks

(Black/Gold Marble – Restroom Sinks, Screening Desk, Consular Windows; SSM-3 Black – Hubs; SSM-4 White Marble – Exec Suite, Mailroom, MPR, Interview, Motorpool, Kitchenette, Work Room, JUCR, CLO, etc.).

Equipment

- Microfiber Cloth.
- Plastic Putty Knife.
- White, Light duty Scotch-Brite pad.

Chemicals

- pH neutral surface cleaner.

Routine Cleaning

- Clean with surface cleaner and microfiber cloth.
- Dried spills – Scrape away with plastic putty knife, Remove remaining soil with **white** Scotch-Brite pad and cleaner.

Stain removal – Refer to Corian’s cleaning procedures.

Resilient Flooring – Linoleum Sheet

(Mail room, Exam Room, Workrooms, Commissary)

Equipment

- pH neutral floor cleaner.
- Backpack Vacuum with hard floor attachment.
- Dual chamber mop bucket and microfiber mop head.
- Floor scrubber with soft bristle brush.

Routine Cleaning

- Remove debris by dust mopping, sweeping, or vacuuming.
- Clean floors with microfiber flat mop.
- Allow floor to dry completely before allowing traffic.

Weekly (less often in lower use areas)

- Remove debris by dust mopping, sweeping, or vacuuming.
- If using automatic scrubber, use 3M Red Pad #5100 or equivalent.

- Rinse floor with clean mop and cool water. Pick up water with wet/dry vacuum or automatic scrubber.
- Allow floor to dry completely before allowing traffic.

Quarterly

- Perform Weekly cleaning but use 3M Topline Pad #5000 in place of red pad.
- 175 RPM floor machine may be used in place of an automatic scrubber.
- If needed to remove soil, a higher pH cleaner (8.0-10.4 pH) may be used. Cleaner must be approved by FM before use.

Resilient Flooring – Rubber Floor Tile (RFR-1)

(Marines office, DT workshop & storage, EC Room, FAC Computer/Equipment,)

Notes:

- Do not use coatings/finishes on this flooring.

Equipment

- Backpack Vacuum with hard floor attachment.
- Dual chamber mop bucket and microfiber mop head.
- Floor scrubber with soft bristle brush.
- Cleaner approved for rubber/water resistant flooring (ECOLAB Maxx INDUR2 or equivalent).

Routine cleaning

- Remove dust and debris with vacuum or dust mop.
- Clean floor with Microfiber flat mop and appropriate cleaner. Change water frequently.

When required

- Clean floor with appropriate cleaner and scrubber dryer or floor polisher with 3M Red Pad.
- Using a wet vacuum, remove cleaner and dust.
- Wipe down with microfiber flat mop and cleaner.

Resilient Flooring –Rubber Floor Tile (RFR-2)

(Post 1, CAC Guard Booths)

Equipment

- Backpack Vacuum with hard surface attachment.
- Dual chamber mop bucket and microfiber mop head.
- Nylon floor brush.

- Cleaner approved for rubber/water resistant flooring (ECOLAB Maxx INDUR2 or equivalent).

Daily

- Remove dust and debris with vacuum and hard surface attachment.
- Apply cleaner with microfiber mop and scrub with soft nylon floor brush. Use care to not apply too much liquid due to electronics and raised flooring.
- Mop clean with microfiber mop. Change water frequently.

Resilient Flooring –Rubber Athletic Floor (RFR-3)

Note

- Do not use highly alkaline or acidic soap/detergent.
- Do not use soap/detergent that contains oils or solvents.
- Do not flood flooring with cleaning solution or water. Do not allow solution to work its way beneath the flooring.

Equipment

- Backpack Vacuum with hard floor attachment.
- Dual chamber mop bucket and microfiber mop head.
- Cleaner approved for rubber/water resistant flooring (ECOLAB Maxx INDUR2 or equivalent)
- Deck Brush.
- Wet Vacuum.

Daily

- Vacuum with hard surface attachment.
- Spot clean with pH Neutral, rubber surface-safe, cleaner.

Monthly

- Using a deck brush and rubber-safe cleaner scrub floor.
- Wet vacuum the cleaning solution.
- Rinse clean with microfiber flat mop and clean water. Change water frequently.
- Wet Vacuum remaining water.
- Allow to dry prior to use.

Resilient Flooring – Static Dissipating Floor (RFD-1)

(Telecom Rooms, Server Rooms)

Notes:

- Do not use wax or other finishes.
- Do not use cleaners with oils.
- Do not use caustic cleaners, such as strong disinfectants.

Equipment

- Backpack Vacuum with hard floor attachment.
- Dual chamber mop bucket and microfiber mop head.
- pH neutral Floor cleaner.
- Mild cleaner.

Routine

- Remove dust and debris with vacuum and hard surface attachment.
- Clean floor with microfiber flat mop and pH neutral floor cleaner. Use as little water as possible. Leave bucket outside the room. Change water frequently.

As Needed

- Stains can be removed with a mild cleaner like “Soft Scrub”. Apply by hand using a soft sponge.

Resilient Flooring – Vinyl Sheet Flooring (RFV-1)

(Kitchen)

Note

- Do not use a mop to clean RFV-1 Surface.
- Do not use solvent-base products (Oven cleaner, acetone, etc.).

Equipment

- Floor Scrubber (Deck brush or 3M Doodlebug).
- Squeegee.
- Backpack Vacuum.

Chemicals - Degreaser

- Simple Green.
- Ecolab Kay.
- Ecolab No Rinse Alkaline Floor cleaner.
- Ecolab Oasis 115XP.

Daily (if cooking in kitchen, weekly if not)

- Remove dust and debris with vacuum or broom.
- Using approved cleaner, scrub floor with deck brush.

- Squeegee cleaning solution to the floor drain.
- Rinse floor with fresh water.
- Squeegee water to the floor drain.

As Needed – When there is a build up of grease and oil

- Use a power scrubber with green or blue pad, ensuring floor is wet while scrubbing. NEVER dry scrub using power scrubbers.
- If no power scrubber is available or not practical, repeat daily procedure until all grease, oils, fats, dirt and stains have been removed.

Resilient Flooring – Vinyl Sheet Flooring (MSF)

(Mail Screening Facility – Armstrong Medintech)

Note

- Scrubbing brush may be used to remove dirt and residue. Avoid using stiff-bristled, highly abrasive brushes.
- Do not use an excessive amount of liquid.
- Do not polish/wax the floor.

Equipment

- Vacuum or dust mop.
- Microfiber flat mop.
- Floor scrubber (Deck brush or 3M Doodlebug).

Chemicals - Degreaser

- Commercial floor cleaner.

Daily (if cooking in kitchen, weekly if not)

- Remove dust and debris with vacuum or broom.
- Using diluted floor cleaner, mop floor with microfiber flat mop.

As Needed – For Heavy Soiling and Corrective Cleaning

- After sweeping or vacuuming, scrub the floor with brush or buffing pad.
- Rinse floor with clean water and allow to dry.

Painted Surfaces – General

Equipment

- Microfiber cloth.

- pH Neutral Surface Cleaner.
- Dawn or Fairy Dish Soap – Dilute small amount in bucket of water.

Note

- Do not use abrasive cleaners or brushes.
- Do not use harsh chemicals.
- Do not over wet the surface.
- Use only light pressure. Do not scrub wall.
- Spot clean only.

As Needed –

- *Use a pH neutral surface cleaner or soap solution to carefully wipe spot off wall.*
- *Wipe dry with clean, dry, microfiber cloth.*

Paint on Metal – Wall Panel and Doors

Equipment

- Vacuum with soft brush attachment.
- Microfiber cloth.
- Microfiber window pad or flat mop.
- Extension pole.
- pH Neutral Surface Cleaner.
- Dawn or Fairy Dish Soap – Dilute small amount in bucket of water.

Note

- Do not use abrasive cleaners or brushes.
- Do not use harsh chemicals.
- Do not scrub, or wipe in circles.
- Use caution to remove abrasive soils before wiping.
- Use caution with tools not to scratch the surface.

Cleaning Procedure

- Use vacuum with soft brush attachment to remove dust from perforated panels.
- Apply cleaner to clean microfiber cloth, window pad, or mop.
- Wipe from top to bottom. Do not scrub or wipe in circles.

Paint on Metal – Perforated Acoustic Ceiling Tile

(Consular windows, Service Elevator, Hub outside Servery, Under Monumental Stair)

Equipment

- Vacuum with 100 inches water column.
- 3" diameter vacuum hose and wand.
- Natural hair brush attachment.
- HEPA Filter.
- Microfiber Cloth.
- pH Neutral surface cleaner.
- Dawn or Fairy Dish Liquid.

Note

- Do not spray water or cleaner on panel.
- Do not soak ceiling components.

Cleaning Procedure

- Remove dust with vacuum and brush attachment.
- Apply diluted cleaner with wet microfiber cloth.
- Wipe clean with dry microfiber cloth.

Paint on Wood – Acoustic Wall Panels

(AWP-3 Green: 2042 Team Rm, 2043 Conference, 2070 Conference, 2071 Work Room, 2076 File Area, 2090 Badging)

(AWP-4 Blue: 3070 Conference, 3071 Work Rm, 3072 BAS, 3078 Work Rm, 3092 Team Rm)

Equipment

- Vacuum with soft bristle brush attachment.
- Microfiber Cloth.
- pH neutral surface cleaner.

Note

- Do not spray water or cleaner on the panel. Panels are porous and have absorbent material behind the surface.
- Do not use solvents.
- Do not use wet cloths or mops to clean panels.

Cleaning Procedure

- Vacuum dust from groves and holes using soft bristle brush attachment. Do not scrub with the brush. This will scratch the finish.

- Clean off marks with microfiber cloth and pH neutral cleaner. DO NOT spray the panel directly. Spray the cloth first then wipe. An eraser can be used for pencil marks.

Gypsum – Acoustic Ceiling Tile

Equipment

- Vacuum with 100 inches water column.
- 3” diameter vacuum hose and wand.
- Natural hair brush attachment.
- HEPA Filter.
- Microfiber Cloth.
- pH Neutral, Clear, Surface Cleaner.
- Clear, streak free, window cleaner (ACT-5 and ACT-6).

(ACT-1 , ACT-2, ACT-3, ACT-4 – White drop in tile – Offices, Storage rooms, Work Rooms, Corridors, etc.)

Cleaning Procedure

- Use vacuum and natural hair brush attachment to remove dust from ceiling. Use blotting action to prevent damage to surface texture

(ACT-5, ACT-6 – Conference rooms, Lobbies, Monumental Stairs, Med Unit, CLO, Exec Suite, etc.)

Cleaning Procedure

Use vacuum and natural hair brush attachment to remove dust from ceiling. Use blotting action to prevent damage to surface texture.

As Needed

- Remove dirty marks and handprints with white rubber eraser
- For more stubborn stains, use a clear (no dye), streak free, foaming window cleaner to lift the stain from the surface. Test in an inconspicuous area first.

(Mail Sorting Facility – Envirowall Clean Room Ceiling Panels)

Cleaning Procedure

- Rub lightly with a moistened cloth or sponge using a mild soap, detergent, or non-abrasive cleaner. Rinse with water and dry.

Glass – General, Interior

(Offices, Conference rooms, Work Rooms, etc.)

Equipment

- Microfiber window washing pad.
- Microfiber window polishing pad.
- Microfiber pad holder.
- Extension pole.
- Microfiber cloth.
- Spray Bottle.
- Window cleaning solution. A dilute solution of Dawn or Fairy dishwashing liquid may also be used.

Note

- Do not use chemicals with abrasive.
- Do not use chemicals with ammonia, acids, or other harmful chemicals.
- Do not use abrasive pads, metal scrapers, razor blades, steel wool or other items that may damage the glass or protective coatings.

Procedure:

- Remove heavy soil with clean water and microfiber cloth.
- Apply cleaning solution to microfiber window polishing pad.
- Use microfiber window washing pad and solution for heavier soil.
- Wipe clean with microfiber pad or cloth.
- Wipe down metal frame with cloth and solution.
- Dry all gaskets, sealants, and frames.

Frequency

- Daily – Entrance doors, Executive Suite door.
- Weekly – Glass doors, Metal Framed Glass doors in offices, conference rooms, etc.
- Quarterly – Glass Panels up to 3 meters.
- Semi-Annual – High reach glass panels.
- Glass in high traffic areas will be spot cleaned to keep a good appearance.

Glass – Back Painted Wall Panels

(Wall Surrounding Post 1, Small Panel in 1C06,)

Equipment

- Microfiber Cloth.
- Distilled White Vinegar.

Note

- Do not scrub.
- Do not use ammonia-based cleaners.
- Do not use abrasive cleaners.
- Do not allow cleaner to seep around back side and joints of glass.

Cleaning Procedure

- Lightly spray microfiber cloth with 4:1 water and distilled white vinegar mixture, and wipe board clean.
- Wipe dry with clean dry cloth.

Glass – Markerboards

(Conference, Meeting Rooms)

Equipment

- Microfiber Cloth.
- Distilled White Vinegar.

Note

- Do not scrub.
- Do not use ammonia-based cleaners.
- Do not use abrasive cleaners.
- Do not allow cleaner to seep around back side and joints of glass.

Cleaning Procedure

- Use markerboard eraser to remove remaining marks
- Clean tray of marker dust and other soil.
- Lightly spray microfiber cloth with 4:1 water and distilled white vinegar mixture, and wipe board clean.
- Wipe dry with clean dry cloth.

Glass – Mirrors

(Restrooms, Gym, Changing rooms)

Equipment

- Microfiber cloth.

- Window or surface cleaner free from ammonia, vinegar, acid, or alkali cleaner. These may damage mirror.

Note

- Do not use cleaners with ammonia, vinegar, acid, or alkali.
- Do not allow edges to become or remain wet over a period of time

Cleaning Procedure

- Wipe spots with microfiber cloth and warm water.
- Spray cleaner on to cloth, not onto mirror. Wipe clean.
- Dry all joints and edges thoroughly with dry cloth.

Stained Wood – Acoustic Ceiling

(Exterior – Terrace, Sala, Consular Entrance).

(Interior – Lobby, MPR, Gallery, Halways, etc.

Equipment

- Extension poles.
- Microfiber duster with long strands, such as Unger StarDuster ProFlex Elite.
- Microfiber cloth.
- Mobile work platform.

Note

- Do not use abrasives or chemicals on the wood.
- Only use a damp cloth where necessary, do not spray or wet down the wood.
- Avoid impacting the wood. Use care to not damage or dent the wood.

Monthly – Regular height ceilings

- Remove dust using microfiber duster and extension pole.
- Remove dust from surfaces below ceiling afterwards.
- If necessary, use a damp cloth to remove heavier soil.

Annual – High Gallery Ceilings

- Remove dust with microfiber dusters.
- Use mobile work platform where extension poles cannot reach. Follow safety procedures.

Stained Wood – Terrace Deck and Bench

Equipment –

- Hose and Nozzle.
- Deck Brush or Push Broom.
- Tank Sprayer.

Chemicals

- Deck Cleaner – Similar to Messmer’s Cleaner Part A.
- Deck Brightener – Similar to Messmer’s Brightener Part B.
- Household Bleach.
- UV Deck Finish – Similar to Messmer’s U.V. Plus for Hardwood.

Note:

- Do not use cleaner, brightener, or sealant products if rain is expected within 48 hours.
- Test products in an inconspicuous area.
- Do not use pressure washer.
- Schedule cleaning at end of smokey season.

Routine -

- Remove Debris from deck.
- Using a hose and nozzle, spray down deck, and remove soils with brush, and rinse off.

Semi-Annual – (End of Burning season and 6 months later).

- Remove Debris. Wet down deck, remove soil with brush, and rinse off.
- Wet surrounding areas – Planters, walls, etc.
- Mix Deck Cleaner according to label using hot water.
- Using a Tank Sprayer, apply the cleaning solution. Start from the outside corner of the deck and moving along the outside edge, gradually work back to the doorway.
- Using a brush, work the cleaning solution into the deck, scrubbing in the direction of the wood planks.
- Rinse cleaner thoroughly from the deck and surrounding areas. Rinse tanks sprayer, brush, and mixing items.
- Mix Deck Brightener according to label using hot water.

- Using a Tank Sprayer, apply the cleaning solution. Use caution to not step in the cleaning solution once applied. Start from the outside corner of the deck and moving along the outside edge, gradually work back to the doorway.
- Let it sit for 30-60 minutes or until dry. Rinse deck and surrounding areas thoroughly with water.
- Reapply brightening solution if any spots or stains remain.

Stained Wood – Floor, Stairs

Note:

- Do not wet mop wood. Do not use floor machines, or steam cleaners.
- Do not use treated dust mops.
- Do not use oil soaps, or waxes.
- Brooms must be a soft bristle type.

Equipment

- Backpack vacuum with natural hair floor attachment.
- Use cleaning products specifically for polyurethane wood finishes. Bona or Aero-green 4220 from hi-lite solutions.

Cleaning Instructions

- Use Vacuum to remove dust and debris.
- Clean food and liquid spills immediately with a microfiber cloth. Lightly dampen cloth if needed.

Stained Wood – Wall Paneling, Cabinets, Millwork

(Executive suite, Workrooms, Hubs, Breakrooms, etc.)

Chemicals

- Mild dish detergent.
- Wax-free wood cleaner such as Murphy Oil or Bona.
- Soft cloth.

Procedure

- Using dish detergent or wood cleaner, wipe down small areas with a soft cloth. Cloth must be wrung out well.
- Follow up with a dry cloth. Do not allow the wood to air dry.

Stained Wood – Other Surfaces

(Bench, Handrail, Planter Coping/Seat)

Chemicals

- Cleaning products specifically for polyurethane wood finishes. Bona or Aero-green 4220 from hi-lite solutions.
- Do not use hardwood floor cleaners, oil soaps, or waxes.
- Do not use steam cleaners.
- Brushes must be soft bristle type.

Daily

- Clean food and liquid spills immediately with a microfiber cloth. Lightly dampen cloth if needed.

Fabric – Acoustic Wall Panels

(AFP-1 – Grey/Natural: 2010 CLO suite, 2041 Focus, 2071 Work Rm, 2078 Work Rm, 2089 Conference, 2090 Badging, 3072 BAS, 3076 Cashier Window, 3086 Work Rm, 3C06 Hub).

(AWP-1 – Tan: 1001 Main Lobby, 1005 MPR).

(AWP-5 – Green: 2042 Team Rm, 2043 Conference, 2070 Conference, 2071 Work Room, 2076 File Area, 2090 Badging).

(AWP-6 – Blue: 3070 Conference, 3071 Work Rm, 3072 BAS, 3078 Work Rm, 3092 Team Rm).

Equipment

- Backpack Vacuum.
- Soft natural bristle upholstery brush attachment.
- Microfiber Cloth.
- Upholstery Stain Remover.

Note

- Do not use steam to clean or remove stains.
- Do not saturate the fabric.
- Do not scrub or abrade the fabric.
- Do not dry with direct heat or sunlight.

Routine Cleaning

- Carefully vacuum with soft bristle upholstery brush. Fabric may stretch or wrinkle if rubbed or scrubbed aggressively.

As Needed

- Blot spills with dry absorbent cloth.
- Many stains can be removed with microfiber cloth moistened with warm water and a mild detergent. Test cleaner in a small inconspicuous area.
- Blot excess solution out with a dry, clean, cloth.
- Sponge afterwards with clean warm water and mop any excess moisture with a dry, clean sponge or cloth.
- For difficult areas a solvent cleaner/Dry cleaning fluid may be used.

Fabric – Wall Covering

(TWC-1-Tan: 1C04 First Floor Corridor; TWC-4-Tan/striped: 2040 Work Rm, 2041 Focus, 2042 Team, 2043 Conference, 2071 Work Rm, 2089 Conference, 2090 Badging, 3072 BAS, 3090 Conference, 3092 Team Rm,)

(TWC-2 Silver: Executive suite; TWC-3 Grey/Striped: Executive suite)

Equipment

- Backpack Vacuum.
- Soft natural bristle upholstery brush attachment.
- Microfiber Cloth.
- Upholstery Stain Remover.

Note

- Do not use steam to clean or remove stains.
- Do not use water on TWC-2 or TWC-3.
- Do not saturate the fabric.

Routine Cleaning

- Carefully vacuum with soft bristle upholstery brush. Fabric may stretch or wrinkle if rubbed or scrubbed aggressively.

As Needed

- TWC-1 and TWC-4: Many stains can be removed with microfiber cloth moistened with hot water.
- TWC-2 and TWC-3: Common scuff marks or soiling can be removed with a soft brush or clean, absorbent cloth. Only use a minimal amount of water if necessary to loosen the stain. After, brush back and forth with soft brush, working outside to in.
- Wet stains should be blotted with dry absorbent cloth. Do not rub.
- For oil based stains a solvent cleaner may be used. Test first an a small inconspicuous area.

Fabric – Covered Wall Panels

(AWP-2 Green: Consular Interview Windows)

Equipment

- Backpack Vacuum.
- Soft natural bristle upholstery bush attachment.
- Microfiber Cloth.
- Dry cleaner solvent – mild and water-free.

Note

- Do not use steam or water to remove stains.
- Do not scrub or abrade the fabric.
- Do not dry with direct heat or sunlight.

Routine Cleaning

- Carefully vacuum with soft bristle upholstery brush. Fabric may stretch or wrinkle if rubbed or scrubbed aggressively.

As Needed

- Blot spills with dry absorbent cloth.
- For difficult areas a mild, water-free, dry cleaning solvent.
- Blot solvent with clean dry cloth. Do not scrub.

Fabric – Window Shades

Window shades may have 1 or 2 parts. A dark brown sheer and a dark grey blackout. Blackout shades may not be cleaned with water. They are located in MPR & Support Rooms, Consular Customer Windows, Pol Econ Offices, RSO suite, Conference RM 2089 &3090, Executive Office .

Equipment

- Backpack Vacuum.
- Soft Natural Hair Brush Attachment.
- Microfiber cloth.
- Dry Art Sponge (For Dark Grey Blackout Shade).
- Dry Chemical Sponge/Dry Cleaning Sponge.
- Ivory, Dawn, or Fairy Dishwashing liquid.

Note

- Do not use water other liquid on dark grey, blackout, shades.
- Do not place too much weight or pressure on the fabric as it can damage the shade hardware.
- Use caution when cleaning fabric not to create creases or wrinkles. Avoid pulling or stretching the fabric.
- When vacuuming, avoid pulling or stretching the fabric. Rigorous vacuuming could distort the fabric.
- Do not use solvents or other harsh cleaners.

Routine Cleaning

- Extend shade to full extent
- Steady the fabric with one hand while cleaning.
- Remove dust and dirt with vacuum and soft brush attachment

As needed – SHEERS

- Put a small amount of dish liquid in warm water.
- Using a microfiber cloth, wipe the dirt or stain.
- Rinse thoroughly after cleaning

As needed – BLACKOUT

- Using a dry art sponge or dry chemical sponge to remove dirt or stain.
- Vacuum fabric after cleaning with sponge.

Metal – Stainless Steel – Elevator Panels and Doors

Equipment

- Microfiber cloth.
- Dawn or Fairy Dish Soap – Dilute small amount in bucket of water.

Note

- Do not use abrasive cleaners or brushes.

- Do not use harsh chemicals.
- Do not scrub, or wipe in circles, only move in direction of grain.
- Use caution to remove abrasive soils before wiping.

Cleaning Procedures

Daily (Doors- In cab and at all floors)

- Apply soap solution with wet microfiber cloth, moving only in the direction of the grain. Do not wipe across the grain or in circles.
- Wipe dry with dry microfiber cloth.

Weekly (Wall Panels)

- Follow daily procedures for all wall panels and doors.

Metal – Stainless Steel Entrance Grating

(At entry doors)

Equipment

- Non-ferrous cleaning pad – such as Scotch Brite (Do not use steel wool).
- Wet/Dry Vacuum.
- Dawn or Fairy Dish Liquid, or other stainless steel safe cleaner.

Regular Cleaning

- Scrub surface of grate with Scotch Brite pad and mild cleaner.

Monthly

- Coordinate with Maintenance staff to remove grills.
- Vacuum debris out from tray.
- Wipe down interior with Scotch Brite pad and mild cleaner.
- Maintenance staff will replace grills.

Metal – Window Horizontal Blinds

(SCAP, MCAP, CCAP, Post 1, Cashier)

Equipment:

- Vacuum with soft brush attachment.

- Microfiber cloth.
- Feather Duster.
- Dawn or Fairy Dish Liquid.

Note:

- Use caution to not bend or damage the blind while cleaning. Use only gentle pressure.

Quarterly

- Extend blind to full extent. Tilt the slats completely to one side. After cleaning that side rotate to the other side.
- Use vacuum with soft brush attachment to remove dust or feather duster.
- Use warm water and mild soap to wipe clean as needed. Rinse with clean water and clean cloth.
- Return slats to open position.

Upholstery – Fabric – HUB Booth

Equipment

- Backpack Vacuum with soft upholstery brush and crevasse tool.
- Water-Free Dry Cleaning Solvent.
- Microfiber Cloth.
- Soft Nylon Brush.
- Upholstery/Spot cleaning machine.

Note

- Do not use water to clean upholstery.
- Do not soak stains or over saturate the textile. Several light applications of a cleaning agent are less harmful.
- Do not steam or heat the fabric.
- Do not use bleach, or bleach containing cleaners.
- Use extra care when cleaning to not transfer dark colors to lighter parts of the fabric.

Daily

- Remove debris and visible dirt.

Weekly

- Vacuum using soft upholstery brush. Use crevasse tool for edges and seams, careful not to damage fabric.

As Needed

- Soak up spills immediately using clean dry cloth. Use Upholstery Cleaning Machine without water if necessary to extract moisture.
- Use a dry cleaning solvent to remove stains. Apply light amount of solvent using a clean, white cloth. Use a soft nylon brush if necessary to help loosen the stain. Brush with light, quick strokes. Do not use a scrubbing motion. Work from edge of stain toward the center.
- Remove solvent by blotting with a clean cloth. Use Upholstery cleaning machine, without water, to extract remaining moisture.
- Repeat as necessary to remove stain.
- Allow to dry completely and vacuum before use.

Upholstery – Furniture

See Manufacturer Instructions

Other – Mail Screening Hood

Equipment

- Microfiber cloth.
- Surface cleaner.

Routine Cleaning

- Wipe down interior surfaces of enclosure with a surface cleaner.
- Using a damp cloth, clean the exterior surfaces, including the tip to remove any accumulated dust.

EXHIBIT F: EXPOSURE CONTROL PLAN (ECP) EXAMPLE

This document is provided to the Contractor as a guide to create an exposure control plan. The procedures below are not prescribed procedures for dealing with biological or infectious materials.

Building: (name and address)

Company: (name and address) Point of Contact: (company local site mgr)

Introduction:

This document is intended to describe in detail how [company name] intends to perform custodial tasks at the [building name] involving biological or infectious materials such as: blood, vomit, excrement, sewage, or mold. These tasks will only be performed in-house by staff trained as indicated below. Otherwise, when requested through the contract, the tasks will be subcontracted to qualified and trained Contractors who follow these same procedures.

Training:

The following [company name] staff have completed the training indicated below and may be used to perform the tasks indicated:

Employee Name	Training Completed	Custodial Tasks
Jon Smith	Bloodborne pathogens, Care and use of Personal Protective Equipment, Mold remediation, CDC training on Infection Control	Cleanup of any infectious material or biological material in the building
Joy Jones	Bloodborne Pathogens	General restroom cleaning

Procedures:

1. General restroom cleaning
 - a. Verify from building management or the supervisor whether the cleaning involves blood, feces, vomit or similar biological material.
 - b. Isolate the room to prevent access by anyone during cleaning through the use of cones, caution tape, or similar method
 - c. If biological material cleanup is needed, put on nitrile disposable gloves, and bring in a biological cleanup cart.
 - d. Clean the biological material up, avoiding contact with skin, eyes or hair. Dispose of waste and disposable cleanup materials in plastic bags, seal and place in second bag for final disposal in waste dumpster.
 - e. **Bio cleanup cart to contain:** disinfectant wipes, box of nitrile gloves, paper towels, spray cleaner and disinfectant, disposable shoe coverings, mop and bucket, plastic kitchen or

large size trash bags, disposable 3M facemask, roll of caution tape or rubber cones for marking off areas.

2. Cleanup of vomit or blood spills in areas of the building
 - a. Use the bio cleanup cart to isolate the immediate area with cones or tape
 - b. Put on gloves, protective mask and shoe coverings as needed
 - c. For solid floors (floor tile, linoleum, wood, etc)
 - i. Spray the spill area with disinfectant cleaner
 - ii. Using the mop, wetted with warm water, mop up the spill material
 - iii. Rinse the mop into warm soapy water in the bucket, repeat until the spill is cleaned
 - iv. Dump the bucket in a large double bagged plastic trash bag or dump down a nearby toilet (Preferred)
 - v. Rinse the mop in clean warm soapy water in the bucket until the mop is clean
 - vi. Dry the mop and spray with disinfectant.
 - vii. Dump the rinsing water from the bucket into the bag or down a toilet
 - d. For carpeted floors,
 - i. Spray the spill area with carpet cleaner containing disinfectant
 - ii. Either shampoo up the spill or vacuum up first with a wet-dry vacuum followed by shampooing
 - iii. Empty vacuum contents down the toilet or into a double bagged large trash bag
 - iv. Empty shampooer waste down a nearby toilet or into black trash bag
 - v. Keep the cones or tape up until the carpet has dried
 - vi. Dispose of shoe coverings, protective mask and other disposables used in the cleaning in a plastic trash bag. Seal the bag and dispose of it as trash.
3. Cleanup of minor water backup or flooding, including greywater*
 - a. Similar to above, except wearing rubber boots or similar foot protection when water covers the floor area

Materials List:

The following materials will be kept on site to support ECP procedures

- Plastic trash bags
- Large Black Plastic trash bags
- Box of disposable dust masks
- Box of latex or nitrile disposable gloves
- Disinfectant wipes
- Disinfectant cleaner (hospital grade)
- Disinfectant carpet cleaner
- Wet dry vacuum
- Carpet extractor
- Disposable shoe coverings
- Rubber Boots

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

None

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

- _X_ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- _ (6) [Reserved].
- _ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- _ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- _X_ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- _ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II).
- _ (11)
- (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
- _ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- _X_ (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ([31 U.S.C. 6101 note](#)).
- _ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- _ (14) [Reserved].
- _ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- _ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- _ (17) [Reserved]
- _ (18)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- _ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- _ (19)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- _ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- _ (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)([15 U.S.C. 637](#)(d)(2) and (3)).
- _ (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ([15 U.S.C. 637](#)(d)(4)).
- _ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- _ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- _ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- _ (v) Alternate IV (Jan 2025) of [52.219-9](#).
- _ (22)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- _ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- _ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- _ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

- ___ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- ___ (26)
- (i) [52.219-28](#), Postaward Small Business Program Representation (Jan 2025) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ___ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](#)(r)).
- ___ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637](#)(a)(17)).
- ___ (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- _X_ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025)([E.O. 13126](#)).
- ___ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (34)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (35)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- ___ (36)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- ___ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (39)
- (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (41)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
- ___ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
- ___ (44) [52.223-20](#), Aerosols (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
- ___ (45) [52.223-21](#), Foams (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

- ___ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671l](#)).
- ___ (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552](#) a).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ___ (48)
- (i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- ___ (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (Jan 2025) of [52.225-3](#).
- ___ (iv) Alternate III (Feb 2024) of [52.225-3](#).
- ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- _X_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _X_ (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ([E.O. 13513](#)).
- ___ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- _X_ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- ___ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- _X_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- _X_ (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- ___ (64) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ___ (65)

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

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

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

of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

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

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

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

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

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

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

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).

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

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

(ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

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

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

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

United States person, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#)); and

(5) Any trust if-

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

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

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and

nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APRIL 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

THE FOLLOWING FAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (AUG 2020)

- (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 _____ through _____ (insert dates).
- (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.
- (c) A delivery order or task order is considered “issued” when –
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
 - (3) If sent electronically, the Government either –
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor’s email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(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 **25 square meters**, 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 **115.5 square meters**;
- (2) Any order for a combination of items in excess of **115.5 square meters**; or
- (3) A series of orders from the same ordering office within **1** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement 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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 **1** day 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.

*Applies to temporary additional services.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) *

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **4 years**.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

THE FOLLOWING DOSAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g., "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings.
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this [paragraph \(c\)](#), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES
(JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICED) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and **a** copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

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

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE (FEB 2015)

(a) The Department of State observes the following days as holidays:

American Holidays	Thai Holidays
New Year’s Day	Chakri Day
Martin Luther King’s Birthday	Songkran Festival
Washington’s Birthday	Coronation Day
Memorial Day	Visakha Bucha Day
Juneteenth	Her Majesty the Queen’s Birthday
Independence Day	Chulalongkorn Day
Labor Day	His Majesty the King’s Birthday
Columbus Day	H.M. Queen Sirikit’s Birthday
Veterans Day	H.M. late King Bhumibol’s Birthday
Thanksgiving Day	New Year’s Eve
Christmas Day	

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (Blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

The offeror should submit a completed IRS Form W-14, found at www.irs.gov/w14, to ensure compliance with FAR 52.229-11

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or another liaison to the Embassy/Consulate) who understands written and spoken English.
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in **Thailand** (e.g. Company's registration, The Certificate of VAT registration)
- (3) The offeror shall provide proof of SAM registration to include the SAM UEI number.
- (4) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Thailand** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract.
 - Compliance with contract terms and conditions.
 - Effectiveness of management.
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.
- (6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (7) The offeror's strategic plan for janitorial services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (SEP 2023)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on **August 1, 2025, 13.30 hours** at **Airport Business Park, Building B, Mahidol Road, Mueang, Chiang Mai**. Prospective offerors/quoters should contact **Nitthakan, email; pusayapaibuln@state.gov** for additional information or to arrange entry to the building.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Head of Contracting Activity____, at 662-205-5321. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Global Acquisition (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 – EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices – Continuation of SF-1449, Block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

- (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
- (2) On the date specified for receipt of proposal revisions.

(End of clause)

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This

prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

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

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

Covered telecommunications equipment or services has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended."Sensitive technology" —

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

- (1)
 - (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

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

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

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

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

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs ___.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

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

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

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

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#).

[*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

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

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

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

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and
(ii) It is, is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

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

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

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

(2) *Affirmative Action Compliance.* The offeror represents that-

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions*

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

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

(1)

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate

whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

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

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

Line Item No.

Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No.

Country of Origin

Exceeds 55% domestic content (yes/no)

[List as necessary]

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

Line Item No. ____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25.2](#) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

Korean End Products or Israeli End Products:

Line Item No.

Country of Origin

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.

Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)
[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements

of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

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

(2) *Representation*. The Offeror represents that—

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

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

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

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

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: Yes or No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

Alternate I (Feb 2024). As prescribed in [12.301](#) (b)(2), add the following paragraph (c)(12) to the basic provision:

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

Black American.

Hispanic American.

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

- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C.

5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

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

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

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

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

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

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

(End of provision)

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN (JUN 2020)