# Statement of Work (Performance-Based)

#### **3 GREEN CLEANING**

The Contractor is required to conduct custodial and related services in a manner as to utilize industry best practices and guiding principles to minimize the Government's Environmental Footprint. This requires annual reporting of non-biobased, biobased, sustainable, and green products and materials.

The policy of GSA is to bring most, but not all, of its owned buildings into conformity with the most current and Government-accepted version of LEED for Existing Buildings (LEED-EB) current rating system by the U.S. Green Building Council (www.usgbc.org). Only in those instances where GSA is pursuing LEED-EB certification will additional LEED-EB scope requirements be added to this specification as specified in Section H.8 'LEED-EB.'

## **4 GREEN PURCHASING PLAN**

#### 4.0 Sustainable Products

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

The Contractor shall use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include, but are not limited to biobased products, products containing recycled content, environmentally preferable products and services, and otherwise environmentally friendly products and services that minimize the use of energy, water, and other resources. Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Green cleaning products and processes shall be compliant with the Guiding Principles for Sustainable Existing Buildings.

For categories of items that are EPA-designated (e.g. Comprehensive Procurement Guidelines [CPG]) and USDA designated in the BioPreferred Program visit (http://www.biopreferred.gov/), and all other factors (such as price, 48 performance, and availability) being equal, the Contractor shall select the CPG item. For other purchases, unless the Contractor receives an exemption from the Contracting Officer, the Contractor shall select USDA designated products over products with other sustainable attributes. Products designated under Federal sustainable product programs – USDA BioPreferred, EPA CPG, EPA Design for the Environment, and Department of Energy's EnergyStar and FEMP - can be found on (https://sftool.gov/green-products/5/cleaning-products). Sustainable products designated under thirdparty programs include but are not limited to Green Seal<sup>TM</sup> and Environmental Choice. Examples of green

cleaning products that are available with environmental designations are found in Section J, Exhibit 9 (this list is not all inclusive). For those categories of products not recognized by one of the aforementioned standard's, preference shall be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category(California Air Resource Board/California Code of Regulations (CCR), Tile 17 CCR Section 94509 – (Topic cited; Standards for consumer products at www.calregs.com). The Contractor shall also follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), Carpet and Rug Institute (CRI), and applicable standards of the Environmental Protection Agency (EPA).

# 4.1 Key Sustainable Product (KSP) Standards

Use of KSP standards is mandatory for all contracts and task orders. The KSP's in this section are also located at https://sftool.gov/green-products/0/building-finishes\_cleaning-products. The Contractor shall specify the brand name and product that shall be used to meet each applicable KSP standard below. The Contractor shall provide the required data submittals (See Section J, Exhibit 9) to the CO or their designee prior to the start of each contract year. The CO's designee shall verify that the products submitted are compliant with these KSPs. The Contractor shall use standards listed in the Green Procurement Compilation for other products not listed below.

## General Purpose Floor Cleaner

Standard: Green Seal standard GS-37, EcoLogo standard UL 2759, or EPA Design for the Environment (DfE) designated.

## • Wastebasket Liners (24" x 33" or smaller)

Standard:  $\geq 30\%$  postconsumer recycled content and  $\leq 8$  microns thick.

#### Hand Soap

Standard: Green Seal standard GS-41, EcoLogo standard UL 2784, or EPA Design for the Environment (DfE) designated; and USDA Certified BioPreferred.

## Paper Towels

Standard:  $\geq 50\%$  post-consumer recycled content and 100% total recycled content.

#### • Bathroom Tissue

Standard:  $\geq 25\%$  post-consumer recycled content and 100% total recycled content.

## 4.2 Exemptions

If cleaning products that meet the criteria above are (1) not available within a reasonable period of time; (2) fail to meet the performance standards set forth in the specification or fail to meet the reasonable performance standards of GSA; or (3) are available only at an unreasonable price, only then can the custodial Contractor use other types of products. In these cases the Contractor shall continue to use, to the extent possible, the safest and most environmentally friendly products. Exemptions can be granted to the Contractor only by the CO or their designee.

#### 4.3 PBS Green Product Waiver Form

The FAR and GSA's Green Purchasing Plan (GPP) allow exemptions to the requirement based on availability, price and performance. In accordance to the GPP, if all avenues have been exhausted in finding a product meeting the bio-based requirements and performs adequately, you must document the performance failure(s) and lack of alternative products meeting the biobased requirement. Approval in these type of situations must be obtained from your Regional Head of Contracting Activity (HCA) or their designee utilizing the PBS Green Product Waiver Form and include the form in the contract file.

## 4.4 Proof of Compliance

The Contractor must, at all times during the performance of this contract, maintain a cut sheet or other documentation of compliance with product purchasing activities as stated within this specification to include Section J, Exhibits 6,7, 9 and 10. The Contractor shall provide copies of such documentation to the CO or their designee upon request.

#### 5 STANDARD SERVICES

#### **5.1 Interior Services**

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

#### 5.1.4 Restrooms, Shower Rooms, and Locker Rooms

-Trash and Wastebaskets -COMPOSTABLE MATERIAL- To reduce the amount of material being disposed of in landfills, the Contractor will collect and store compostable material generated in restrooms (paper towels) separately from building trash. Wastebaskets in restrooms will be treated as compostable materials receptacles instead of trash receptacles. The custodial contractor will be responsible for taking these compostable materials to the loading dock (or other identified area(s) designated by the COR) and placing them in bins provided by the Government specifically for this purpose and that are separate from other trash storage. The Government's Trash Contractor will be responsible for removal of these items from the premises. The Contractor agrees to implement this practice at no additional charge to GSA. Note that the Contractor is not to compost material on-site, only to store the material separately from other trash.

In order to easily accomplish this, a recommended, but not required, practice would be for the vendor phase in the purchase of colored bags in which to store compostable material so that it can be clearly distinguished from trash, which can continue to be collected in clear bags; if done over time, there should be no increased cost to the Government. Having different colored collection bags would make it easier for the Custodial Contractor to store items in the correct place while awaiting trash pickup. To purchase colored plastic bags, please refer to the Comprehensive Procurement Guideline (CPG). In the future, the separation of compostable material from trash could expand from bathrooms (and cafeterias where applicable) to break rooms/kitchenettes where paper towels and food waste will be collected and stored separately from trash.

#### **5.1.11 Recyclables**

The Contractor shall provide all labor, and the means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the CO or their designee and as described in Section 10.2.0. 'Recycling.'

#### **5.1.19 Concessions**

Trash and Wastebaskets -COMPOSTABLE MATERIAL- To reduce the amount of material being disposed of in landfills, food scraps from cafeteria kitchen food preparation areas will be disposed of and stored in bins/bags separate from other trash. The Contractor will be responsible for taking these compostable materials to the loading dock (or other identified area(s) designated by the COR) and placing them in bins provided by the Government specifically for this purpose and that are separate from other trash storage. The Government's Trash Contractor will be responsible for removal of these items from the premises. In order to easily accomplish this, a recommended, but not required, practice would be for the Contractor to phase in the purchase of colored bags in which to store compostable material so that it can be clearly distinguished from trash, which can continue to be collected in clear bags; if done over time, there should be no increased cost to the Government. Having different colored collection bags would make it easier for the Custodial Contractor to store items in the correct place while awaiting trash pick-up. To purchase colored plastic bags, please refer to the Comprehensive Procurement Guideline (CPG). In the future, the separation of compostable material from trash could expand from bathrooms (and cafeterias, where applicable) to break rooms/kitchenettes, where paper towels and food waste will be collected and stored separately from trash.

## 5.7 GROUNDS MAINTENANCE

The Contractor shall perform grounds maintenance standard services for the work items listed below. Contractor shall use recovered organic materials for fertilizer whenever possible.

## 5.7.2 Composting

To reduce the amount of material being disposed of in landfills, the Contractor is required to compost, to the greatest extent possible, yard waste generated by the Contractor's operations. The Contractor shall not compost material on-site unless authorized by the CO or their designee. The Contractor shall utilize an approved recycling or composting facility or compost the material at the Contractor's own facility. Where applicable, the Contractor shall work with on site cafeterias and wet stands to recover and compost all possible materials. The Contractor is responsible to pay for composting services for landscaping debris.

#### 10 SOLID WASTE/TRASH/RECYCLING MANAGEMENT

A solid waste/trash reduction and recycling management program, which is part of providing standard services, includes identifying and properly segregating all recyclable materials, composting materials, and Universal Wastes.

The Contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as computers and printers shall not be discarded in the trash containers. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash receptacles.

#### C.10.1.0 Solid Waste/Trash Audits

A solid waste/trash stream audit is necessary for all buildings. The Contractor shall verify with the CO or their designee to confirm whether the building has been audited. Buildings that have been audited do not require reauditing. A waste stream audit at the building is required to determine the profile (amount and composition) of the solid waste/trash stream; identify efficient methods for the collection, storage, and transfer of wastes for disposal recycling, and composting; determine the right service level for solid waste/trash collection and removal to minimize waste shipments; and obtain a more accurate picture of GSA's solid waste/trash generation levels in order to comply with Executive Order 13514 solid waste/trash diversion provisions.

#### C.10.1.1 Extent of Work

At the beginning of a base year contract, the Contractor shall perform a solid waste/trash audit of the building(s). The Contractor shall submit the audit findings to the CO or their designee and Solid Waste/Trash Program Manager for review. Based on the findings, the Contractor shall partner with the Government to set up a solid waste/trash management program that is cost effective and will maximize the amount of waste diverted to recyclers and away from the landfills and incinerators. Contractor will develop a written report and analysis of the conclusions drawn from this audit, including recommendations for improving the economy and efficiency of waste collection, storage, transfer, and disposal (including recycling and composting). Refer to Section J, Exhibit 11, 'PBS Waste Audits.' The audit shall be completed and a Report provided to GSA within 60 calendar days of completion of the audit, unless additional time is authorized by the CO or their designee.

The Government may at its discretion perform solid waste/trash audits and share results with the Contractor. Based on these reports, the Contractor shall partner with the Government to implement best practices solid waste/trash audit recommendations. The custodial Contractor shall provide solid waste/trash removal and disposal services as described herein.

The Contractor shall collect and transport all solid waste/trash and debris to designated locations on the loading dock or other designated holding areas for removal from the premises. Holding areas for solid waste/trash accumulation shall be identified by the CO or their designee. If trash compactors are used at the building, the Contractor shall operate the compactor.

The door is interlocked with the compactor and will not operate unless the door is closed. The custodial Contractor shall ensure that the appropriate Contractor personnel receive training in the safe and proper operation of the compactor.

The Contractor shall provide a sufficient number of waste removal containers to accommodate all trash generated between pick-up dates. The CO or their designee shall approve all container styles, types, and storage locations prior to placement. The Contractor shall be responsible for the delivery, maintenance, repair, cleanliness, labeling, and removal of storage containers and equipment throughout the contract period. The containers must be kept free of holes, pests, grease, oils, and odors, etc. The Contractor will report any pest infestation in or around the containers to the CO or their designee. All Contractor-supplied equipment and materials shall remain the property of the Contractor during and subsequent to the contract period.

The overflow of materials from containers and dumpsters shall be picked up from the ground and floor area used to collect and consolidate the materials. The Contractor shall remove all hydraulic fluids and oil spillages caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Spill residue and clean-up materials shall be disposed of in accordance with the EPA, and State and local regulatory agency requirements.

The Contractor shall perform collection, removal, recycling and related activities in accordance with the strategies agreed upon by the Government and Contractor based on the solid waste/trash audit Final Report. See Section 10 'Solid Waste/Trash/Recycling Management' for additional details. The Contractor is responsible for all costs of trash removal. The Contractor shall be responsible for loading containers onto collection vehicles.

# 10.1.2 Solid Waste/Trash Records and Reports

Reporting requirements are defined in Section 11 'Environmental Reporting.' The Contractor shall submit a monthly report showing the total weight or cubic yards of trash hauled. This report shall be provided to the COR via electronically (e-mail) or the U.S. Postal Service (the preferred method of delivery shall be e-mail) so that the report can be submitted as required by the Resource Conservation and Recovery Act. Before the 10th calendar day of the current month of service, please submit an overview of the previous month's invoices. The monthly overview must include the following:

- 1. GSA Contract Number
- 2. Name of Service Center
- 3. Month service was completed
- 4. GSA Building Number and Building Name
- 5. Type and Size of equipment serviced
- 6. Total number of times (pulls) for the month of each piece of equipment
- 7. Dumping fees per equipment and total tons per equipment
- 8. Rental cost per month and a description of any miscellaneous fees
- 9. Day(s) of the week the equipment is serviced
- 10. Grand total of each building or service location per month

#### 11 ENVIRONMENTAL REPORTING

The Contractor shall provide all necessary information required in this Section to comply with environmental and green purchasing reporting requirements, and agency sustainability goals in this specification.

The Contractor shall submit to the CO or their designee the following reports.

## 11.0 Recycling and Waste Reports

- -Monthly Recycling Report: The Contractor shall submit a monthly Recycling Report (See Section J, Exhibit 8) listing the types, weights, and costs or revenues. Include in the report single stream recycling, commingled recycling, and composting. Reports shall be submitted by the 10th of each month and upon request by the CO or their designee.
- -Waste Hauling Reports: The Contractor shall submit a monthly Waste Hauling Report (See Section J, Exhibit 8) showing the weight of trash hauled and the associated trash hauling costs. The report shall be submitted by the 10th of each month and upon request by the CO or their designee.

# 11.1 Report Calculation

The recycling and waste hauling reports above shall contain sufficient data to calculate waste diversion and waste removal costs. When actual weights are not known, the Contractor shall use EPA's Standard Volume-to-Weight Conversion Factors. Deductions shall be made and reported for volumes that are not filled to capacity (i.e., half full, 3/4 full, etc.) and conversions adjusted accordingly.

## 11.2 Green Purchase Reports

The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records showing the monthly cost of green cleaning products and materials purchased shall be provided by the contractors to facilitate reporting in compliance with the Resource Conservation and Recovery Act (RCRA), USDA, and EO 13514. Reportable information, guidance and formats are provided in Section J, Exhibits 6 and 7 for the following:

- -Bio-based: The Contractor shall provide a list of USDA-designated bio-based products purchased October 1- September 30, during the previous fiscal year. Information will include the types and dollars spent on these products. The Contractor shall submit the report in accordance with Federal Acquisition Regulation (FAR) Clause 52.223-2 no later than October 31st of each year during contract performance and at the end of contract performance. The reports shall be submitted to the https://www.sam.gov/website.
- -Non bio-based: The Contractor shall submit a report of all non-bio-based products to include: Green Seal, DFE, CPG, and Environmental Choice (low VOC, Non-Ozone Depleting), as well as non- Green (Hazardous/Toxic) products to the CO or their designee

no later than October 31 of each year. During contract performance and at the end of contract performance. Report shall include the cost of cleaning products and materials purchased under this contract. The reports shall be submitted to the CO or their designee.

## 11.4 Supporting Documentation

The Contractor shall maintain documentation to support all the above reported activities. Information may include receipts or other records related to pick-up dates, weights, and associated fee schedules. Records and receipts obtained shall be made available to the CO or their designee upon request.

## 11.5 Reporting Formats

Reports prepared by the Contractor shall be submitted to the Government electronically, using the forms in Section J, Exhibits 6 through 11. Where possible, the Contractor shall submit reports in electronic form. The Contractor's reports shall be printed double-sided on paper containing a minimum of 30 percent postconsumer recycled content.

## **C.17 FEDERAL REQUIREMENTS**

With the exception of the mandatory products specified in Section 4.1, 'Key Sustainable Product (KSP) Standards' the Contractor shall give preference to environmentally sustainable supplies and products. For the purpose of this specification, environmentally sustainable shall include, but not limited to:

- -EPA's Environmentally Preferable Purchasing List.
- -Recycle content composition as specified in Section J or the Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs), whichever has the greater recycle content.
- -Concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging and are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens or teratogens; contain no ozone-depleting substances; and are biobased and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances.
- -3rd party certification such as Green Seal Certified and/or 'Design for the Environment' label.
- -United States Department of Agriculture (USDA) biobased designation.
- -Floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel or selenium.

The Contractor shall furnish to the CO or their designee all Safety Data Sheets (SDS); see Section IV 'Contractor Submittals/Deliverables Chart', for any materials used in the performance of this contract. All new products used during the life of the contract must have SDS provided to the CO or their designee prior to bringing and/or using these products on site. The Contractor shall use only commercially available products that meet Federal, State and local codes. These requirements shall include those identified in Executive Order 13423.

The Contractor shall maintain the SDS in a location accessible to all employees (in accordance with 29 CFR §1910.1200) and shall advise the CO or their designee of its location. The SDS shall be available for inspection by the CO or their designee on request. The Contractor shall take every precaution to ensure that environmentally sustainable products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. An inventory list of products to be used under this contract shall be provided to the CO or their designee. This list shall be updated, with a copy provided to the CO or their designee, throughout the term of the contract. The CO or their designee shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract.