

Solicitation/Contract Form Continuation

Instrument Name: Sault Project Office (SPO) Janitorial Maintenance

Product Service Code : S201

INSTRUCTIONS TO OFFERORS

1. INTENT

The intent of this Request for Quote (RFQ) is to award one (1) Firm-Fixed Price Service Contract for the SPO Janitorial Maintenance project in Sault Ste. Marie, MI.

2. BASIS OF AWARD

Award will be made to the Lowest Priced Offeror that meets the requirements as laid out in this RFQ and is determined to be responsible by the Contracting Officer.

3. GENERAL

a. This procurement is being solicited as a 100% small business set-aside. It is being procured as Firm-Fixed Price (FFP) under Revolutionary Federal Acquisition Regulation Overhaul (RFO) Part 12, Acquisition of Commercial Products and Commercial Services.

b. The associated North American Industry Classification System (NAICS) Code is 561720 - Janitorial Services which has a small business size standard of \$22M in average annual receipts. Please note: the business size in SAM is determined by the NAICS code. If the vendor size is not listed correctly for a particular NAICS code in SAM, the business will be considered other than a small business.

c. The offerors are reminded to complete all RFO and DFARS provisions related to Representations and Certifications. An offeror may complete the certifications at <https://www.sam.gov> in lieu of completing and submitting the representations and certifications contained in this solicitation provided that all RFO and DFARS certifications contained in the solicitation has been completed online.

d. Remember to fill in and sign the Standard Form (SF) 1449 from the front of the Solicitation, before submission.

e. Customary commercial practices for warranty requirements are applicable for this acquisition.

f. Offerors are advised that this requirement may be delayed, cancelled, or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process.

g. NOTICE TO POTENTIAL OFFERORS: In accordance with DFARS 240.371-4 (DFARS CD 2026-O0025), Offerors are required, at the time of award, to have a current Cybersecurity Maturity

Model Certification (CMMC) in compliance with DFARS 252.204-7021, Compliance with the Cybersecurity Maturity Model Certification Level Requirements. The required certification level will be determined by the sensitivity of the information being handled. In accordance with DFARS 252.204-7025, the identified CMMC level required for this requirement is **LEVEL 2**. CMMC Level 2, for the protection of Federal Contract Information (FCI) and Controlled Unclassified Information (CUI), requires an annual self-assessment. To access the NIST SP 800-171 Assessments module, users must be registered in the Procurement Integrated Enterprise Environment (PIEE) <https://piee.eb.mil/> and be approved for access to Supplier Performance Risk System (SPRS).

The NIST SP 800-171 DoD Assessment Methodology is located at: <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>

Vendor Help and Training Tutorials are available at SPRS - NIST SP 800-171 (disa.mil)

4. REGISTRAION IN SAM

- a. The System for Award Management (SAM) is the Government's online database of federal contractors. Contractors self-register in SAM at the website www.sam.gov. Registration is free to all users.
- b. Effective September 26, 2018, and in accordance with RFO Provision 52.204-7 System of Award Management-Registration. The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. Vendors are highly encouraged to check their registration status and plan accordingly prior to submitting a quote.
- c. Please note: SAM requires new and updated accounts to be accompanied by a notarized letter appointing the authorized Entity Administrator for their SAM account(s). Acceptance of the letter and subsequent approval of SAM registration can take up to two months. Offerors who are not currently registered in SAM are encouraged to start the registration process as soon as possible to ensure it is complete prior to any quote submission. In addition, ensure your SAM account indicates your firm is eligible for "All Awards".
- d. See RFO Provision 52.204-7 for more information.

5. REQUESTS FOR INFORMATION

- a. Prospective offerors shall submit questions concerning this solicitation through the Questions & Answers (Q&A) function within the PIEE Solicitation Module at <https://piee.eb.mil/>.
- b. All questions and all responses will be visible to all users who sign into the system for this solicitation.
- c. To submit and review Q&A items, Offerors will need to be a current registered user under the Cage Code to access the restricted solicitation. A Q&A Tab is enabled within the solicitation posting. Users will need to click to post a question. A disclaimer message will then be displayed at the top of the pop-up with important information regarding Questions & Answers to review before

posting. Users will need to compose a detailed question in the Question field then click the Post Question button to submit the inquiry. A confirmation message will populate to confirm the inquiry was posted.

d. Offerors will receive an acknowledgement of their question via email from the PIEE Solicitation Module, followed by an answer to their question after it has been processed by our technical team.

e. Offerors shall not include self-identifying information in any submitted inquiry.

f. Offerors shall submit no more than one question per inquiry that is entered in the system. Inquiries containing multiple questions may be rejected.

g. The Q&A function will be disabled to receive new inquiries ten (10) calendar days prior to the required quote submission date in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation if necessary.

h. Offerors are requested to review the solicitation documents in its entirety and review the Q&A tab for answers to questions prior to submission of a new inquiry.

6. SUBMISSION OF QUOTES

a. ALL RESPONSES TO THIS ANNOUNCEMENT SHALL BE SUBMITTED ELECTRONICALLY. Hand carried delivery or USPS/UPS/FedEx delivery of hard copies and/or CD-ROMs are not authorized. Facsimile submission is not authorized. ELECTRONIC QUOTE SUBMISSION IS REQUIRED THROUGH PIEE Solicitation Module suite at <https://piee.eb.mil/>. It is the responsibility of the Offeror to confirm receipt of quotes.

All quotes received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the RFO. For instructions on how to post an offer, please refer to the Posting Offer demo: https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf

b. It is the Offeror's responsibility to obtain written confirmation of receipt of all electronic files by the Contracting office. Include the Solicitation No. W911XK26QA017 in the email subject line. Please note: Attachments over 25MB may not transmit through email and larger attachments may take additional time to transmit. In the event that the Solicitation Module is down, the Offeror must contact the Contracting Officer and Contract Specialist prior to the due date/time of offers by emailing the following points of contact:

Contracting Officer, Matthew McDuffie at Matthew.Mcduffie@usace.army.mil

Contract Specialist, Sally Artz at sally.e.artz@usace.army.mil

LRE Contracting Mailbox at LRE-proposal@usace.army.mil

c. File Organization, Formatting, and other instructions. Although hard copies are not accepted, each file shall be clearly indexed and logically assembled. Font size shall be 10 or larger. Pages

shall be 8.5 x 11. Larger page sizes (such as 11x17, etc.) shall only be used where indicated. Offerors shall prepare quotes in the English language. Electronic files shall be Microsoft Windows compatible. Files shall be submitted in their native format (i.e., docx, xlsx, ppt, etc.), or if in pdf format, and shall be in searchable text. If the electronic files are of a size at which they must be compressed (zipped), they shall be compressed into one zipped folder.

d. File Names. To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention: Each filename shall begin with the RFQ number, followed by the word "RESPONSE", followed by your firm's name, and finally a brief file description. EXAMPLE:

W911XK26QA017_COMPANY NAME_QUOTE

W911XK26QA017_COMPANY NAME_TOTAL_PROJECT_SUMMARY

W911XK26QA017_COMPANY NAME_PROJECT_SCHEDULE

e. The PIEE help desk may be reached by calling telephone number 866-618-5988 for assistance.

f. At a minimum, the quote shall include a signed SF 1449 and complete Pricing Schedule. Each Contract Line Item Number (CLIN) included in the Pricing Schedule shall include all costs associated with the requirement under each CLIN. Failure to submit a complete Pricing Schedule will determine the quote to be non-responsive.

g. Quotes shall be received by the date and time as indicated in this RFQ.

h. Failure to include all required information may cause the quote to be considered non responsive and not considered further for award.

i. Failure to comply with the included instructions may result in an offeror not be ineligible for award.

j. RECEIPT OF SUBMISSIONS: For the purposes of establishing whether a quote submission is considered timely, the government considers the date and time the submission is received by the Government. Do not assume that electronic communication is instantaneous. Submissions after the deadline will be considered "late" and will be processed in accordance with RFO 15.107.

7. AMENDMENTS

Acknowledgement of each amendment must be made by returning a signed copy of the amendment by the time set for receipt of quotes to the personnel identified in paragraph 6 above. Oral explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. For security reasons; all potential Offerors, plan rooms and printing companies are required to register in SAM at www.sam.gov

8. DETERMINATION OF RESPONSIBILITY

To ensure award is made to a responsible bidder, a determination of responsibility will be conducted. The apparent low bidder may be contacted by the Contracting Officer or an authorized Government Representative to provide additional information to aid in the responsibility determination. As part of this determination, the Contracting Officer will utilize the guidance contained in RFO 9.104-1 which states, to be determined responsible, a prospective contractor must:

- a. Have adequate financial resources to perform the contract or the ability to obtain them.
- b. Be able to comply with the required or proposed delivery or performance schedule.
- c. Have a satisfactory performance record.
- d. Have a satisfactory record of integrity and business ethics.
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- f. Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**SERVICE CONTRACT LABOR STANDARDS
(FORMERLY SERVICE CONTRACT ACT (SCA) WAGE RATES)
WAGE DETERMINATION APPLICATION**

Solicitation No. W911XK26QA017

Project: SPO Janitorial Maintenance

Location & County: Sault Ste. Marie, Chippewa County, Michigan

1. Current SCA Wage Rate Requirements, 2015-4871, Revision No. 31, dated 05/13/2026, will be applicable to the service activities performed for this project. Current SCA wage determination available at <https://sam.gov/wage-determination/2015-4871/32>.

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

PRICING SCHEDULE

CLIN	SUPPLIES /SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
BASE YEAR - CONTRACT YEAR 1:					
0001	SPO Janitorial Services	12	Months	\$	\$
OPTION YEAR 1 - CONTRACT YEAR 2:					
0002	SPO Janitorial Services	12	Months	\$	\$
OPTION YEAR 2 - CONTRACT YEAR 3:					
0003	SPO Janitorial Services	12	Months	\$	\$
OPTION YEAR 3 - CONTRACT YEAR 4:					

0004	SPO Janitorial Services	12	Months	\$	\$
OPTION YEAR 4 - CONTRACT YEAR 5:					
0005	SPO Janitorial Services	12	Months	\$	\$
TOTAL					\$

In accordance with Revolutionary Federal Acquisition Regulation Overhaul (RFO) Clause 52.217-8 - *Option to Extend Services*, the Government may require continued performance of services for up to six (6) months. If this option is exercised, the pricing shall reflect that of the previous contract year.

*** END OF NARRATIVE ***

Performance Work Statement (PWS)

Janitorial Services at St. Marys Falls Canal

Location:	St. Marys Falls Canal, Sault Ste. Marie, MI
Document Type:	Performance Work Statement (PWS)
Authority:	U.S. Army Corps of Engineers (USACE)
Date of Issue:	July 2026

1. General Information

The intent of the Government is to award a service contract for janitorial services at the St. Marys Falls Canal located in Sault Ste. Marie, Michigan. The Government shall not exercise direct supervision over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.1 Description of Services

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and services necessary to perform janitorial services as defined in this PWS, except for those items specified as government-furnished property or services. The Contractor shall meet the standards in this PWS, and shall reliably obtain clean, sanitary, neat, conditions through its efforts.

1.2 Location

The services will occur in buildings and facilities which are part of the St. Marys Falls Canal, located at 312 W. Portage Avenue, Sault Ste. Marie, MI 49783.

1.3 Period of Performance

Period of performance for this contract includes a base performance period of one year and four option years. The base year will begin the date of contract award and will continue until the next performance period (option) on the anniversary of the base contract award. Each option year will be individually exercised at the discretion of the Government, for the year following. A six-month contract extension option following the last option year may be exercised at the discretion of the Government.

2. Schedule

2.1 Services Excluding Federal Holidays (Monday-Friday Only)

The Contractor shall perform the following janitorial services from Monday through Friday, excluding Federal Holidays. In the event a Federal Holiday falls on a weekday, the Contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure that any trash, restroom, or drinking fountain service is not skipped for more than a 72-hour interval.

Facility / Area	Scheduled Hours	Service Type
Power Plants (New Power Plant and Unit 10)	06:30 – 15:00	Basic Cleaning & Industrial Space
Davis Building (Main Floor)	15:30 – 23:59	Basic Cleaning

Facility / Area	Scheduled Hours	Service Type
Administration Building (First & Second Floors)	15:30 – 23:59	Basic Cleaning
Administration Building (Basement)	15:30 – 23:59	Industrial Space
Maintenance Support Building (MSB)	17:30 – 23:59	Basic Cleaning & Industrial Space
Boat House	17:30 – 23:59	Basic Cleaning

2.2 Year-Round Services (Daily, Including Federal Holidays)

The Contractor shall perform the following janitorial services on a daily basis year-round, including all Federal Holidays.

Facility / Area	Scheduled Hours	Service Type
Administration Building (Third Floor, Tower Stairs, Tower Restroom, Tower Control Room)	15:30 – 23:59	Basic Cleaning
Main Guard Shelter	15:30 – 23:59	Basic Cleaning
Four Additional Guard Shelters	15:30 – 23:59	Basic Cleaning
Comfort Station	21:00 – 23:59	Basic Cleaning

2.3 Seasonal Services (Daily, May 1 – October 31)

The Contractor shall perform the following janitorial services daily from May 1 through October 31, including Federal Holidays.

Facility / Area	Scheduled Hours	Service Type
Visitor Center	20:00 – 23:59	Basic Cleaning
Viewing Platform	21:00 – 23:59	Viewing Platform Cleaning
Visitor Center Restrooms	09:00 – 20:00	Public Restroom Cleaning
Comfort Station Restrooms	09:00 – 21:00	Public Restroom Cleaning

2.4 As-Required Special Event Cleaning

The Contractor shall perform janitorial services for special events as required by the Government and coordinated with the COR at least 48 hours in advance.

- Visitor Center: At least once and not more than three times during the contract year.

3. Services

The Contractor shall ensure all assigned areas present a clean, sanitary, and neat appearance upon completion. These standards are defined as follows:

Clean: Free from dirt, marks, and unwanted matter.

Sanitary: Clean and treated with a commercial disinfectant suitable for the surface and area use.

Neat: Arranged in an orderly and tidy manner.

3.1 General Tasks Applicable to All Areas

- **Trash Removal:** All Government-furnished trash containers shall be emptied and returned to their initial location. The Contractor shall utilize appropriate size trash can liners. For industrial spaces with cans larger than 5 gallons, heavy-weight bags are required. The Contractor shall ensure trash cans remain clean and odor-free and shall coordinate with the COR for cleaning or replacement of excessively soiled cans. All waste shall be disposed of in the Government-provided trash dumpster.
- **Recycling Removal:** The Contractor shall collect corrugated cardboard, brown box board, and brown packing paper and transport it to the Government-provided recycling dumpster. The Contractor is not responsible for separating other recyclable materials (e.g., plastic, glass) from the general waste stream.

3.2 Basic Cleaning

- **Floors:** All hard surface floors shall be vacuumed, mechanically swept, broom swept, dust mopped, mechanically wet scrubbed, damp mopped, wet mopped, or otherwise cleaned as needed, and no less than three times per week. The Contractor shall increase frequency seasonally as needed to ensure removal of salt, sand, snow and ice, mud, and similar debris. The term "as needed" refers to the removal of this debris that occurs outside of scheduled cleaning times. The Contractor shall address these conditions within four (4) hours of notification from the COR or discovery by Contractor personnel. Finished floors shall present a uniform, glossy appearance free from dirt, debris, dust, scuff marks, and other foreign matter.
- **Baseboards, Trim, Corners, and Edges:** Baseboards, trim, corners, edges and similar features shall be clean and free of dirt and dust.
- **Touch Surfaces:** Switches and surrounds, door knobs, kick plates, handrails, and similar features shall be clean and disinfected.
- **Interior Glass and Mirrors:** Interior glass surfaces (other than windows) shall be clean, with no trace of film, dirt, or smudges.
- **Drinking Fountains:** All drinking fountains shall be cleaned and sanitized.
- **Stairways:** All stairways shall be swept and wet mopped at the specified interval applicable to that area.

- **Carpets:** Carpeted areas shall be vacuumed at the specified interval. After vacuuming, the carpeted area shall be free of all visible dirt and debris.
- **Floor Mats:** The Contractor shall vacuum floor mats at the specified interval. Soil, dirt, and moisture underneath mats shall be removed.
- **Dusting:** The Contractor shall ensure horizontal surfaces to a height of 84 inches above the floor are cleaned and dusted at least once per week. Items that exceed 84 inches in height shall be cleaned at least once per month.
- **Office Desks:** The Contractor shall not clean office desks assigned to and in use by a Government employee. The Contractor shall dust surfaces of vacant or unused desks as determined by the COR at least once per week.
- **Office Cabinets and Equipment:** The Contractor shall clean and sanitize exterior surfaces of office cabinets, supply cabinets, and office equipment as often as needed and not more than once daily and not less than once per week.
- **Conference and Training Rooms:** The Contractor shall clean and neaten conference room furniture and sanitize tabletops and desktops.
- **Kitchen and Break Areas:** The Contractor shall clean, sanitize, and neaten countertops, sinks, faucets, and external surfaces of appliances.
- **Restrooms:** The Contractor shall close restrooms during cleaning, post signs, and complete cleaning expeditiously. Specific requirements include:
 - **Clean and Disinfect:** The Contractor shall completely clean and disinfect all surfaces of sinks, counters, toilets, toilet seats, urinals, showers, and other restroom fixtures.
 - **Descalc Showers, Toilet Bowls and Urinals:** The Contractor shall descale fixtures at least weekly.
 - **Floors:** The Contractor shall clean and sanitize restroom floors with a germicidal floor cleaner.
 - **Supplies:** The Contractor shall ensure restrooms are stocked with soap, toilet paper, and hand towels.

3.3 Industrial Spaces

- **Floors:** The Contractor shall clean floors and remove dust, dirt, debris, metal chips, sawdust, and similar waste from floors no less than twice per week. The Contractor shall increase frequency seasonally as needed to ensure removal of salt, sand, snow, and ice.
- **Baseboards, Trim, Corners, and Edges:** The Contractor shall vacuum, dust, or wipe baseboards, trim, and corners not less than once per week.
- **Interior Glass and Mirrors:** Interior glass surfaces shall be cleaned as needed to remove film and dirt, not less than once per week.
- **Drinking Fountains:** All drinking fountains shall be cleaned and sanitized at the specified interval.
- **Stairways:** All stairways shall be cleaned each weekday.
- **Floor Mats:** The Contractor shall clean rubber or other hard surface floor mats. Soil, dirt, and moisture underneath mats shall be removed.
- **Spot Cleaning:** The Contractor shall perform spot cleaning as required at least once each month.

- **Dusting:** The Contractor shall ensure horizontal surfaces to a height of 96 inches are cleaned and dusted at least once per week. Items exceeding 96 inches shall be cleaned at least once per month.
- **Office Desks:** The Contractor shall not clean office desks assigned to and in use by a Government employee. Vacant desks will be dusted once per week.
- **Cabinets and Lockers:** The Contractor shall clean exterior surfaces of office cabinets, supply cabinets, and office equipment at least once per month.
- **Work Tables:** The Contractor shall clean and sanitize tabletops and group use desktops.
- **Kitchen and Break Areas:** The Contractor shall clean, sanitize, and neaten in accordance with Basic Cleaning requirements.
- **Restrooms:** The Contractor shall clean, sanitize, and neaten restrooms in accordance with Basic Cleaning requirements.

3.4 Public Restroom & Viewing Platform Cleaning

- **Public Restroom Cleaning:** The Contractor shall perform restroom cleaning in accordance with Basic Cleaning requirements, giving particular attention to cleanliness as conditions and visitation require.
- **Viewing Platform Cleaning:** Specific requirements for the viewing platform include:
 - **Floors, Stairways, and Ramps:** The Contractor shall clean floors, stairways, and ramps daily using dry methods.
 - **Walls, Structure, and Ceilings:** The Contractor shall remove spiderwebs, insects, and other debris from all walls and ceilings.
 - **Benches:** The Contractor shall clean benches on a daily basis.
 - **Windows:** Interior window surfaces are cleaned once weekly.

3.5 Additional Cleaning and Exceptions

- **Tools, Parts, Supplies:** The Contractor shall not clean, operate, move, or neaten such items, whether owned by the Government or a Third Party, with previously described exceptions.
- **Operations Project Manager's Offices:** The Contractor shall apply a higher standard of cleanliness to these areas.
- **New Power Plant (NPP):** The Contractor shall clean windowsills at least once per week and clean gate house grates at least once every three months. The Contractor is NOT responsible for cleaning surfaces or items exceeding 156 inches in height.
- **Unit 10:** The Contractor shall clean windowsills at least once per week. The Contractor is NOT responsible for cleaning surfaces or items exceeding 156 inches in height.
- **Clean and Polish Brass and Bronze:** The Contractor shall clean and polish brass and bronze fittings on the first floor of the Administration Building at least once every three months.
- **Insect Removal:** The Contractor shall give particular attention to removal of shad flies, may flies, and other insects on a seasonal basis.
- **Shampoo Carpets:** The Contractor shall shampoo all carpets two times per calendar year, once in the spring, and once in the fall.

- **Hard Surface Finished Floors:** Twice each calendar year, the Contractor shall strip, scrub, and seal hard surface finished floors.
- **Cleaning Products Odor Control:** The Contractor shall select and utilize cleaning products that are free of odors or have a neutral scent. Products must not leave a strong, lingering scent that is detectable more than two (2) hours after application in a standard, ventilated room. All cleaning chemicals must be approved by the COR prior to use on site.
- **Visitor Center:** The Contractor shall thoroughly clean, sanitize, and neaten the visitor center interior.
- **Guard Shelters:** The guard shelter locations will be identified once the contract is awarded.
- **Contractor Equipment and Supplies:** The Contractor shall store or stock its items in designated areas coordinated with the COR.

3.6 Special Event Cleaning

At least once but no more than three times per year, the COR will coordinate janitorial services at the Visitors Center outside of the normally scheduled operating times. The Contractor shall clean the interior of the Visitor Center in accordance with Basic Cleaning and Additional Cleaning and Exceptions requirements.

4. Administration

4.1 Time References: Unless otherwise indicated, all references to time and date refer to the prevailing local time and date for Sault Sainte Marie, Michigan.

4.2 Drawings: The Government shall furnish the contractor one electronic file in PDF format of the contract drawings at award.

4.3 Regulatory Requirements: The Contractor shall comply with the most recent edition of USACE EM 385-1-1, and all applicable federal, state, and local laws.

4.4 Safety

4.4.1 References: Publications listed form a part of this specification.

4.4.2 Definitions: The following safety definitions apply to this contract:

- **4.4.2.1 High-Visibility Accident:** Any work-related incident that results in: (a) a response from external emergency services (e.g., Fire Department, Ambulance); (b) serious injury or death; or (c) significant media or public attention.
- **4.4.2.2 Medical Treatment:** Treatment administered by a physician or by registered professional personnel.
- **4.4.2.3 Recordable Injuries or Illnesses:** Any work-related injury or illness that results in death, days away from work, restricted work, transfer, medical treatment beyond first aid, or loss of consciousness.

4.4.3 Site Safety and Site Conditions: The Contractor shall understand that the site presents unique environments and ensure employees have the capacity to understand and avoid safety hazards.

4.4.4 Contractor Safety Personnel: The Contractor shall appoint a Site Safety and Health Officer (SSHO) who meets the requirements of EM 385-1-1 and has a minimum of five (5) years of safety experience. A Competent Person must be provided for each identified hazard, and a qualified Designated Representative (DR) must be scheduled at any time work is being performed.

4.4.5 Training Requirements: The Contractor shall provide and schedule the following training: Power Plant Safety Familiarization (1-hour), First Aid & CPR Training (minimum of two employees per shift, complying with EM 385-1-1 Section 3), Lead Hazard Awareness Training, Asbestos Hazard Awareness Training (OSHA 1910 & EM 385-1-1), and comprehensive training on equipment, tools, chemicals, and methods.

4.4.6 Accident Prevention Plan (APP): The Contractor shall prepare and utilize a written site-specific APP in accordance with USACE EM 385-1-1.

4.4.7 Activity Hazard Analysis (AHA): The AHA format shall be in accordance with USACE EM 385-1-1.

4.4.8 Emergency Medical Treatment: The Contractor shall immediately notify Government personnel to facilitate Emergency Medical Service response.

4.4.9 Accident Notification: In the event of a Recordable Injury or property damage equal to or greater than \$5,000, notify the KO and COR within four hours.

4.4.10 Personal Protective Equipment (PPE): The Contractor shall determine and provide PPE required for the safe performance of work.

4.5 Contractor Quality Control (CQC) Program: The Contractor shall develop and maintain an effective CQC program.

4.6 Quality Assurance: The Government shall regularly inspect the Contractor's work.

4.7 Construction or Repairs and Relief: The Contractor shall operate with the understanding that the St. Marys Falls Canal is constantly under construction.

4.8 Weather or other Emergency and Relief: In case of extremely severe weather or other emergency, the Contractor shall divert its employees as directed by the COR.

4.9 Work Schedule: The Contractor shall provide the COR a Work Schedule which includes days, duties, locations, and scheduled hours.

4.10 Contractor Supervision: The Contractor shall have a supervisor on site and present or immediately available during every shift.

4.11 After Hours Coordination: The Contractor's management team shall be available by phone in the event of emergency situations.

5. Contractor Personnel

5.1 Conduct: Contractor personnel shall not loiter in or around the facility during off-duty hours.

5.2 Vehicle Parking and Access: Parking is extremely limited. Parking for individual Contractor employees will not be provided.

5.3 Uniforms: All Contractor employees shall wear distinctive uniform clothing.

5.4 Employee Photo Roster: The Contractor shall maintain an updated roster for employees working on site.

6. Security

6.1 General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to

those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

6.2 Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

6.3 Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

6.4 Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

6.5 Escorting in classified and/or sensitive areas: In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or restricted areas.

6.6 Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/ eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

6.7 Background Investigation: All Contractor Personnel are required to follow the latest version of the SPO Contractor Site Access policy Appendix C to include a Tier 1 background investigation.

6.8 Fingerprinting Coordination: All fingerprinting and paperwork for the Tier 1 investigations will be coordinated with the SPO Security Specialist.

6.9 Access Control (Keys and CAC/Facility ID): The Contractor shall establish and implement methods for key control.

6.10 Lost Keys Liability: In the event keys issued to the Contractor are lost, the Government will replace the affected lock or locks and the total cost shall be deducted from the monthly payment due to the Contractor.

6.11 Key Restriction: The Contractor shall prohibit the use of Government-issued keys by any persons other than the Contractor's employees.

6.12 OPSEC Training Requirements: All contract personnel with access to critical information shall complete OPSEC Level I Awareness training.

7. Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant

contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

- U.S. Department of Labor Veterans' Employment and Training Service (VETS):
<https://www.dol.gov/vets/>
- Federal Veteran Employment Information: <https://www.fedshirevets.gov/>
- Veterans Opportunity to Work (VOW) Program: <https://www.benefits.va.gov/vow/>
- U.S. Army Warrior Transition Command Employment Index:
<https://wct.army.mil/modules/employers/index.html>
- Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes>

Appendix A: Performance Requirements Summary

Disincentive Policy: The disincentive will be assessed on the number of validated nonconformances received per month. The monthly contract payment will be reduced by the percentage identified in the table below.

Level	Nonconformance Threshold	Monthly Invoice Reduction
A	Performance Threshold	10%
B	2x Performance Threshold	15%
C	3x Performance Threshold or more	20%
D	Every 5 validated nonconformances beyond 3x Threshold	Additional +3% per 5 nonconformances

Illustrative Examples:

Example A: If the threshold is 5 deficiencies, the '3x threshold' is 15. If there are 20 validated nonconformances (5 over the 3x threshold), the reduction is 20% (from Level C) + 3% = 23%.

Example B: If there are 25 validated nonconformances (10 over the 3x threshold), the reduction is 20% + 3% + 3% = 26%.

Appendix B: Maintenance Area Total Square Footage

Building Name	Square Footage
Administration Building Basement	2,612
Administration Building First Floor	4,520
Administration Building Second Floor	4,705
Administration Building Third Floor	3,031
Administration Building Tower	320
Davis Building First Floor	4,244
New Power Plant Auxiliary Turbine Level	1,560
New Power Plant Generator Level and Control Room Level	9,205
Unit 10 Main Floor and Basement	2,931
Boathouse	672
Comfort Station	761
Portage Avenue Guard Shelter First Floor and Basement	230
MacArthur Lock Guard House	70
Visitors Center	5,621
Observation Platform Levels 2 and 3	4,982

Continuation of Description

PERFORMANCE WORK STATEMENT

*** END OF NARRATIVE ***

Requirements

The intent of the Government is to award a service contract for janitorial services at the Sault Project Office (SPO) located in Sault Ste. Marie, MI.

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.219-8	Utilization of Small Business	2026-02		

	Concerns. (Deviation 2026-O0038)	
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02

52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024- O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.232-7003	Electronic Submission of Payment Requests and	2018-12		

Receiving Reports.

252.232-7010	Levies on Contract Payments.	2006-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	2026-02	Deviation 2021-O0008	2023-02

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

☒ By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Postaward Small Business 2026-02
Program Rerepresentation.
(Deviation 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause.

(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.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under **NAICS Code 561720**.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.]* The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____] The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor 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. [____] The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____] The Contractor 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 must be certified as a HUBZone concern. [____] Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42 Statement of Equivalent Rates 2014-05
for Federal Hires.

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage-Fringe Benefits

1115 - Janitor	\$16.35
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(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

- (3) Final Level 2 (Self).
- (4) Conditional Level 2 (C3PAO).
- (5) Final Level 2 (C3PAO).
- (6) Conditional Level 3 (DIBCAC).
- (7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alphanumeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework.* The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication.* The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements.* The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: **CMMC Level 2 (Self)**; for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting.* The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts.* The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that

is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-8	Option to Extend Services.	1999-11		

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the previous contract year's expiration.

If 52.217-8 is exercised, the Government will use the contractor's proposed price for the most recent year of the contract.

(End of clause)

52.217-9 Option to Extend the Term of the 2000-03
Contract.

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	PWS - SPO Janitorial Service	Performance Work Statement		02 Jul 2026			Attachment	No
0003	APPENDIX C - Site Access Protocol and Instructions for Contractors SPO	Site Access Instructions		02 Jul 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region- Representation.	2023-06
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DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

(a) *Definitions.* As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(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 defense telecommunications equipment or services".

(c) *Representation.* The Offeror represents that it does, does not provide covered defense 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.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05
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The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications

Equipment or Services-Representation, that it "does not provide covered defense 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."

(a) *Definitions.* "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition.* Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it will will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.225-7000 Buy American--Balance of 2024-02
Payments Program Certificate.

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those 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".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products, including 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".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number _____

[List as necessary]

(End of provision)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06		

(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 of the United States.

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 may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available 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 must 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 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)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

(a) *Definitions.* As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: **CMMC Level 2 (Self)**. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)