SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
26SSD0401A	67

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			70LGLY26QGLB00031	06/10/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Michael Winstead	(912) 267-3886	06/24/2026 1700 ED

9. ISSUED BY CODE 70LGLY

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTERS
1131 CHAPEL CROSSING RD
GLYNCO GA 31524

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 562991

SIZE STANDARD: $9

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐		☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE FLETC GL

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRNG CTR
1131 CHAPEL CROSSING RD
ATTN: BLDG:
GLYNCO GA 31524

16. ADMINISTERED BY CODE 70LGLY

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTERS
1131 CHAPEL CROSSING RD
GLYNCO GA 31524

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE ____

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 09/01/2026 to 08/31/2031				
0001	Rental and Servicing of 19 Portable Toilets Product/Service Code: S299 Continued...	12	MO		
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Michael Winstead	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 10/01/2026 to 08/31/2031				
0002	Portable Toilet Relocations Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 10/01/2026 to 08/31/2031	20	EA		
0003	Pumpout Service for FLETC Owned Mobile Restrooms Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 10/01/2026 to 08/31/2031	12	MO		
0004	Surge Activity Support Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER		LS		

Continued...

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2027 Period of Performance: 10/01/2026 to 08/31/2031				
0005	Phase-In Period (09/1/2026 - 09/30/2026) Delivery: 09/30/2026 Period of Performance: 09/01/2026 to 09/30/2026	1	LS		
1001	Rental and Servicing of 19 Portable Toilets (Option Line Item) Anticipated Option Exercise Date 08/21/2027 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2027 to 08/31/2028	12	MO		
1002	Portable Toilet Relocations (Option Line Item) Anticipated Option Exercise Date 08/21/2027 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2027 to 08/31/2028	20	EA		
1003	Pumpout Service for FLETC Owned Mobile Restrooms (Option Line Item) Anticipated Option Exercise Date 08/21/2027 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2027 to 08/31/2028	12	MO		
1004	Surge Activity Support (Option Line Item) Anticipated Option Exercise Date 08/21/2027		LS		

Continued...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2027 to 08/31/2028				
2001	Rental and Servicing of 19 Portable Toilets (Option Line Item) Anticipated Option Exercise Date 08/21/2028 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2028 to 08/31/2029	12	MO		
2002	Portable Toilet Relocations (Option Line Item) Anticipated Option Exercise Date 08/21/2028 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2028 to 08/31/2029	20	EA		
2003	Pumpout Service for FLETC Owned Mobile Restrooms (Option Line Item) Anticipated Option Exercise Date 08/21/2028 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2028 to 08/31/2029	12	MO		
2004	Surge Activity Support (Option Line Item) Anticipated Option Exercise Date 08/21/2028 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER		LS		

Continued...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2027 Period of Performance: 09/01/2028 to 08/31/2029				
3001	Rental and Servicing of 19 Portable Toilets (Option Line Item) Anticipated Option Exercise Date 08/21/2029 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2029 to 08/31/2030	12	MO		
3002	Portable Toilet Relocations (Option Line Item) Anticipated Option Exercise Date 08/21/2029 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2029 to 08/31/2030	20	EA		
3003	Pumpout Service for FLETC Owned Mobile Restrooms (Option Line Item) Anticipated Option Exercise Date 08/21/2029 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2029 to 08/31/2030	12	MO		
3004	Surge Activity Support (Option Line Item) Anticipated Option Exercise Date 08/21/2029 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2029 to Continued...		LS		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	08/31/2030				
4001	Rental and Servicing of 19 Portable Toilets (Option Line Item) Anticipated Option Exercise Date 08/21/2030 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2030 to 08/31/2031	12	MO		
4002	Portable Toilet Relocations (Option Line Item) Anticipated Option Exercise Date 08/21/2030 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2030 to 08/31/2031	20	EA		
4003	Pumpout Service for FLETC Owned Mobile Restrooms (Option Line Item) Anticipated Option Exercise Date 08/21/2030 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2030 to 08/31/2031	12	MO		
4004	Surge Activity Support (Option Line Item) Anticipated Option Exercise Date 08/21/2030 Product/Service Code: S299 Product/Service Description: HOUSEKEEPING-OTHER Delivery: 08/31/2027 Period of Performance: 09/01/2030 to 08/31/2031		LS		

This is a combined synopsis/solicitation for commercial services prepared in accordance with Federal Acquisition Regulation (FAR) Part 12 under the Revolutionary FAR Overhaul (RFO) and has incorporated provisions and clauses that are in effect through Federal Acquisition Circular (FAC) 2026-01 dated 03/13/2026. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number 70LGLY26QGLB00031 is issued as a Request for Quotation (RFQ) to provide Portable Toilet Rental and Maintenance Services for the Department of Homeland Security (DHS), Federal Law Enforcement Training Center (FLETC), Student Services Division (SSD) located in Glynco, Georgia.

This commercial services acquisition is being solicited as a competitive Total Small Business Set-Aside. It is anticipated that a single Firm-Fixed-Price award will be made as a result of this solicitation.

The North American Industry Classification System Code (NAICS) is 562991 – Septic Tank and Related Services and the Small Business Standard is $9.0 Million. The Product/Service Code is S299 – Housekeeping-Other.

All questions regarding this solicitation must be received must be received electronically via email to the Contracting Officer, Michael Winstead, at michael.winstead@fletc.dhs.gov no later than **5:00 PM EDT on 06/16/2026** to allow adequate time to provide answers. All Q&As will be posted as an amendment to the solicitation on SAM.gov.

All quotations must be received electronically via email to the Contracting Officer, Michael Winstead, at michael.winstead@fletc.dhs.gov no later than **5:00 PM EDT on 06/24/2026** to receive consideration.

PORTABLE TOILET RENTAL AND MAINTENANCE SERVICES PERFORMANCE WORK STATEMENT

1. INTRODUCTION

This introduction provides general information, descriptions, and mission statements relating to this specification for the Federal Law Enforcement Training Centers (FLETC). This action is for commercial portable toilet rental and servicing as outlined herein. This introduction provides general information, descriptions, and mission statements relating to this performance work statement (PWS) for the FLETC, Glynco, Georgia.

1.1 Description

The FLETC Glynco campus is located approximately five minutes north of Brunswick, Georgia in Glynn County and is equal distance between Savannah, Georgia, and Jacksonville, Florida. The FLETC (Center) is situated on 1,600 acres in southeast Georgia with modern conventional facilities such as classrooms, dormitories, administrative, and logistical support structures.

1.2 Mission

The FLETC mission statement is "We train those who protect our Homeland". The FLETC is responsible for providing law enforcement training to over 130 Partner Organizations, including state, local, tribal, campus, and international law enforcement officers and agents.

1.3 Period of Performance

Phase-In Period:	September 1, 2026 – September 30, 2026
Base Period:	October 1, 2026 – August 31, 2027
Option 1:	September 1, 2027 – August 31, 2028
Option 2:	September 1, 2028 – August 31, 2029
Option 3:	September 1, 2029 – August 31, 3030
Option 4:	September 1, 2030 – August 31, 2031

2. SCOPE OF WORK

This section sets specific administrative requirements. The Contractor shall furnish all labor, transportation, equipment, materials, supplies, and supervision as required to provide for the rental of portable toilets with collection and disposal services at the FLETC, located in Glynco, Georgia. Collection and disposal shall follow the Rules of Georgia Department of Natural Resources, Environmental Protection Division, Chapter 511-3-6, Portable Toilet Rental and Services, all conditions specified in the Contractor's Portable Sanitation and Services Handling Permit, and Title 40 of the Code of Federal Regulations (CFR) Parts 239 through 279.

2.1 Projected Workload

The workload required for this contract is identified as follows:

- Portable Toilet Rental and Servicing for (19) Units
- Portable Toilet Relocations
- Pump Out Services for (2) FLETC Owned Mobile Bathrooms
- Surge Activity Support

2.2 Government Furnished Property Materials and Supplies

The Government will furnish two (2) Mobile bathrooms. The Government will furnish previous locations for Portable bathrooms, and the Contracting Officer's Representative (COR) will assist the Contractor with location identification for the first week of service.

2.3 Contractor Furnished Items

2.3.1 Portable Toilet Rental and Services Container Types and Sizes

The Contractor shall furnish all materials, supplies, equipment, vehicles, and Portable Toilet containers required to meet the terms of this contract. Standard commercial Portable Toilet containers shall be of the following size:

- Length-47 inches
- Width-43½ inches
- Height-91inches
- Interior Length-41inches
- Bottom Interior Width-41inches
- Seat Height-19 inches with a plastic lid with a tank capacity of 60 gallons.

The Contractor shall ensure all portable toilets are in proper working condition, maintained in a neat and clean inside and outside appearance, free of dirt and dents. Stenciling or sticker and the color of the numbers on the containers shall be approved by the COR prior to installation at the FLETC Campus. Upon delivery to FLETC, all units shall be sequentially

numbered beginning with the number one (1). These numbers will be used for tracking and inspection purposes. The tracking numbers will be standard block lettering, visible from a minimum of 10 feet from the front of the units, and of a color approved by the COR.

2.3.2 Portable Toilet Rental and Servicing Collection Vehicles

All portable toilets shall be collected in tanker trucks meeting industry standards to safely pump and transport portable toilets and waste. Contractor vehicles and equipment must be free of waste and leaks (e.g., oil or hydraulic fluid); any leaks must be cleaned up by the Contractor and reported to the COR. Trucks should remain neat and clean.

2.4 Disposal Sites

During performance of this contract, the Contractor shall furnish information concerning all disposal sites for the disposing of all portable toilets collected waste. No waste of any type will be disposed of in the FLETC premises. Disposal of waste shall be in accordance with existing local, state, and federal regulations. Upon award, the Contractor shall verify, in writing, the name and location of all sites to be utilized as well as applicable required permits for the use of all sites.

2.5 Hours of Operation

The Contractor shall perform the duties of this contract during 8:00 am-5:00 pm hours (portable toilets on the driving range at DMD will be serviced between the hours of 11:15 a.m.-12:30 p.m. Tuesday and Friday, if not here during that time the driver must be escorted on the driving range), excluding Federal holidays unless otherwise stated in the contract or changed by modification to the contract. Collection outside of these hours requires prior coordination with the COR.

2.5.1 Holidays

The Government recognizes the following Holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Occasionally, Federal holidays will be declared normal training days, and full Contractor support will be required. Notice of this requirement will be given to the Contractor at least one week in advance. The Contractor shall NOT receive premium rates for any special declared holiday for Federal employees (e.g., National Day of Mourning for death of a former president). The FLETC may schedule non-training days, for example the Friday after Thanksgiving Day and on day before or after Christmas Day; however, this is not a Federal Holiday and does not relieve the Contractor from responsibilities on the non-training days. When a holiday falls on a scheduled collection day, the collection of waste shall be coordinated between the CO/COR and the Contractor. Any collections rescheduled under this paragraph shall be accomplished in addition to all normal collections for that day. Any holiday rescheduling

shall be at no additional cost to the Government. (Also see Special Contract Requirements Section 28.)

2.6 Personnel Requirements

2.6.1 The Contractor shall manage the total work associated with the services required to assure fully adequate and timely completion of these services. Included in this function shall be a full range of management duties including, but not limited to is not priceable, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide adequate staff of personnel with the necessary management expertise to ensure the performance of the work in accordance with sound and efficient management practices. The Contractor shall be responsible for maintaining an emergency communications number to enable the Government staff to notify the Project Manager (PM) if an employee injury (or other situation) occurs after normal working hours.

2.6.2 Each Contractor employee shall be a citizen of the United States of America, or an immigrant who has been lawfully admitted for permanent residence or who presents other evidence from the United Staes Citizenship and Immigration Services that employment will not affect their immigration status.

2.6.3 All employees assigned by the Contractor to the performance of work under this Contract shall be capable and experienced in the type of work they are assigned under this contract or be given on-the-job training by the Contractor. All Contractor employees shall be able to read, write, speak, and understand English.

2.6.4 Contractor employees shall conduct themselves in a courteous and professional manner at all times while on the FLETC. The Contractor shall ensure that no Contractor personnel accept gratuities of any kind. Contractor employees must comply with OHS Directive 123-05 " Standards of Conduct," see Technical Exhibit 1.

2.6.5 The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees, as may be necessary. The Contractor shall advise the COR of any civil or internal disciplinary or criminal actions taken.

2.6.6 No Government employee may directly or indirectly supervise or direct a contractor employee.

2.6.7 The Contractor shall remove from the site any individual whose continued employment is deemed by the CO to be contrary to the public interest or inconsistent with the best interest of the Government.

2.6.8 The Contractor shall ensure efficient continuation of all operations by providing adequately trained relief personnel to substitute for regular absent employees.

2.6.9 Smoking shall only be permitted in designated smoking areas, Contractor employees must comply with FLETC Directive 70-09, see Technical Exhibit 1.

2.6.10 The Contractor and contract employees shall not enter any FLETC facilities except for the Dining Hall for meals (Lunch after 12:15), the FLETC convenience store, and restroom facilities, except as necessary to report an emergency.

2.6.11 The Contractor shall ensure personnel operating vehicles in performance of this contract shall possess a valid License for the vehicle size and type to be driven. A copy of all licenses shall be provided to the CO/COR upon request.

2.7 Key Personnel

2.7.1 Project Manager (PM) The Contractor shall designate, in writing to the CO, a competent and responsible PM who possesses the necessary qualifications to supervise the work required under this contract effectively. The PM within the last 2 years shall have successfully managed an operation with similar requirements. This designation should occur prior to the contract start date, but no later than the pre-performance conference. This individual shall be responsible for the overall management and coordination of the work required under this contract. The Contractor shall ensure that a qualified individual is available to perform project management duties in the event of the temporary absence of the PM, such as during vacation. The PM shall notify the COR if they will be absent for two (2) days or more. The PM shall have the authority to speak for and act for the Contractor in all matters related to this contract. This delegation of authority includes, but not limited to is not priceable, all matters concerning the day-to-day effective operation of services such as personnel supervision, training, purchasing, cost control, and sanitation. The PM shall administer all services described in these specifications, receive any complaints concerning the contract requirements, and rectify the causes of the complaints. This person shall also be available for site visits and inspections when requested. The PM shall be on call to handle emergencies and shall ensure the CO is provided with specific contact numbers.

2.7.2 Point of Contact (POC)

A competent POC must be always available via telephone for routine and emergency business. This person shall also be capable of supervising personnel, handling problems, and working with assigned Government personnel in a progressive, diplomatic manner. An alternative POC shall be designated to act in the absence of the PM. These names shall be provided in writing to the CO at the time of award. If the POC changes during the life of this contract, the Contractor shall immediately notify the CO, in writing, of the change and provide name of replacement, individual shall have equal or greater qualifications than the person being replaced.

2.7.3 Quality Control Manager (QCM)

The Contractor shall designate, in writing, to the CO a competent and responsible individual. This designation should occur prior to the contract start date, but no later than the pre-performance conference. This individual must have demonstrated knowledge of Quality Control procedures and possess knowledge of, or experience with, the areas of collect and disposal waste removal. The QCM may utilize the driver to collect data; however, must make periodic inspections in person at a minimum of once a month. The QCM shall provide accurate Quality Control Reports detailing concerns, defective services, and corrective actions monthly. The QCM function may be fulfilled by the PM.

2.8 Uniforms and Badges

2.8.1 Uniform

Contractor personnel must be recognizable as such while on the FLETC premises. The Contractor shall provide employee uniforms with their logo on a collared shirt in colors of Contractor's choice with exception of blue. Uniforms must present a neat, clean, and uniform appearance. Each employee shall be required to obtain and wear a FLETC Contractor identification badge issued by the Government prior to entering FLETC on duty. The Contractor shall ensure that all contract personnel have proper identification prominently displayed over the front of outer clothing.

2.8.2 Badges

Contractor shall turn badge application into CO 10 days prior to FLETC arrival. Badging paperwork will be provided to the awardee.

2.8.3 Safety Wear

Contract employees should wear safety apparel and equipment such as reflective vests, boots, gloves, eye protection, and ear protection as necessary and in accordance with OSHA requirements to maintain a safe working environment.

3. WASTE COLLECTION SERVICES SPECIFIC REQUIREMENTS

3.1 Portable Toilet Servicing and Cleaning

The Contractor shall ensure that all portable toilets are cleaned and serviced on each visit. The Contractor shall be required to visually inspect portable toilets to see if they meet the cleanliness requirements. Services shall be performed in accordance with section 2.5 Hours of Operation. The Contractor shall make sure all portable toilets are secure (anchored down) at their location after servicing, in an upright position with the doors securely in place.

3.2 Portable Toilet Servicing and Collection

The Contractor shall empty and service the nineteen (19) portable toilet rentals twice a week, every Tuesday and Friday. The Driving Range can only be accessed from 11:15 a.m.-12:30 p.m. (any other time the driver must be escorted on the range). The Contractor shall ensure that the portable toilets have been pumped and cleaned. The FLETC provided mobile bathrooms shall be pumped out on the 1st and 3rd week of the month. The Contractor shall be responsible for policing any trash dropped by personnel at the pickup site. Equipment and vehicles shall not be left unattended or placed immediately adjacent to any FLETC facility. All pump out trucks shall be equipped with a back-up alarm horn.

3.3 Placement and Location of Portable Toilets

The Contractor shall place required portable toilet within marked/designated locations, see Technical Exhibit 2. Containers shall be in place upon commencement of contract services and will require coordination between the Contractor and the CO. Container locations are subject to change by the CO. The Contractor shall also position containers to minimize interference with adjacent parking areas, sidewalks, roadways, overhead utilities, trees, and other potential obstructions.

3.4 Inclement Weather Schedule

The Contractor shall collect waste during periods of inclement weather. In cases of severe weather, i.e. hurricanes, the CO will authorize exceptions. When exceptions are granted, all missed collections shall be performed upon notification from the CO.

3.5 Relocation of Portable Toilets

The Contractor may be required to relocate containers due to on-going construction, increase of use in a particular area, or other reasons. The relocation may include actions such as transfer of containers to a different area within the FLETC facility. These containers shall be placed in locations for a length of time designated by the CO. The Contractor will be given two (2) working days' notice, when possible, by the CO to accomplish the task.

3.6 Portable Toilet Accessibility

The Contractor shall reasonably attempt to make collections as specified in this contract. Should access to any portable toilet be obstructed, the Contractor shall immediately notify the CO and COR. If access to the portable toilet is made available before the final pickup of the day, the collection and disposal of the waste contained therein shall be made that day.

3.7 Portable Toilet Removal

If a portable toilet is removed from any designated location for any reason, including pumping, cleaning, and maintenance, for more than 24 hours, a replacement portable toilet shall be placed on the site, unless otherwise specified by the CO. This replacement shall be at no additional charge to the Government. Portable toilets determined not to be in compliance with the contract specifications, shall be removed by direction of the CO at no additional charge. Additionally, the Government may discontinue services for portable toilets, notification will be provided by the CO. The removal shall be at no additional cost to the Government.

3.8 Unscheduled Collections and Special Events

In addition to the scheduled waste collections, the CO may request the Contractor make unscheduled collections and disposal of waste. For unscheduled events, the Contractor shall respond within one business day of notification from the CO. The CO will notify the Contractor in writing at least three days in advance of the special event date, if possible. The Contractor shall perform one-time (as required) collections by 5:00 PM the same day.

3.9 Additional Portable Toilet

The government is currently constructing additional buildings; upon completion and occupancy of these buildings, the Contractor may be required to add portable toilet and services to the schedule. Also, it may be necessary to cancel services at a site, due to more training, construction activities, or other reasons. Any such changes will be accomplished via modification by the CO.

3.10 Surge Activity Support

The Government will provide the Contractor with written notification detailing the surge event, including, but not limited to, the duration of the surge, the type and quantity of portable toilet rentals required, and the expected services such as delivery, servicing, removal, and maintenance. Upon receipt of this information, the Contractor shall submit a proposal for the surge period of performance. For planned operational surges, the Contractor must provide the proposal within thirty (30) calendar days. For unscheduled events, including weather-related incidents or events outside the control of FLETC, the Contractor must submit the proposal within twenty-four (24) hours of receiving the Government's notification. The Contractor's proposal shall include pricing for the requested rentals and services, availability and delivery schedule, service frequency and

maintenance plan, and any additional requirements specified by the Government. Upon acceptance of the proposal by the Government, the Contractor shall commence performance in accordance with the agreed-upon terms and schedule.

3.11 Reports and Schedules

The Contractor shall prepare and submit all reports and schedules to the CO/COR as required. This will include the Contractor's pump truck schedule, the Contractor's quality control inspection reports, cleaning and painting schedules, and repair of Portable toilets.

3.12 Repair and Maintenance

The Contractor shall maintain portable toilets in a leak proof, clean condition. The Contractor shall provide spot painting as required to maintain an attractive appearance. Portable toilet maintenance shall include, but not be limited to, any structural repairs and/or replacement of any missing, damaged, or deformed latches, lids, doors, hinges, catches, locks, springs, and hasps necessary for the safe operation of these portable toilets. All repairs necessary to make portable toilets serviceable, including those resulting from the Contractor's use through normal everyday use, shall be performed by the Contractor as a part of this contract at no additional cost to the Government. The Contractor shall perform all painting, repair, and other maintenance tasks off center of the FLETC. The Contractor shall correct any deficiencies identified by the CO/COR, within five (5) working days after notification. The Contractor may be required to replace any portable toilet that is not maintained in accordance with the terms of the contract at no additional cost to the Government. The Contractor shall be responsible for any damage that results to Government property, structures, walls, gates and fences, Government and/or private Vehicles that occurs during the performance of this contract. Any damage to Government or private property shall be immediately reported to the FLETC security personnel and the CO/COR. Repairs and maintenance are not billable.

3.13 Painting and Stenciling

The Contractor shall paint the exterior of all portable toilets, as prerequisite for corrosion control, protection, appearance, and utilization of portable toilets as necessary. All painting and stenciling shall be in accordance with standard color schemes and approved by the CO/COR prior to use. No variation of color will be allowed without prior written approval of the CO/COR. Stenciling of portable toilets shall be visible from a distance of 10 feet. All portable toilets shall be labeled or stenciled with numbers in order. Portable toilets shall be numbered in accordance with 7.1 paragraph 3.

3.14 FLETC Publications and Directives

The Contractor, employees, and subcontractors shall comply with all requirements in Directives listed in Technical Exhibit 1 as they apply to services covered by this specification.

These documents will be provided by the Government at time of award. NOTE: In the event of a conflict between this contract and any other FLETC directive, the contract prevails.

4. CONTRACTOR REQUIRED PLANS

4.1 Safety Plan

4.1.1 Upon commencement of work, the Contractor shall implement a suitable safety program for employees performing work under this contract. This safety program shall contain a Safety Plan, in writing, and submitted to the CO/COR at the time of award, and any time the plan changes.

4.1.2 This detailed plan shall describe how the Contractor's safety program complies with Federal and State Occupational Safety and Health Acts (OSHA), those applicable provisions of the Environmental Protection Agency (EPA), and any other safety provisions within this contract. This program shall include, but is not strictly limited to, the following areas: Organization, Methodology, Hazardous Material/Noise, Employee Injuries, and Motor Vehicle Safety.

4.1.3 Any injuries occurring will be reported through the CO/COR to the FLETC Safety Office within 24 hours of the incident. The Contractor's Safety Plan shall specifically address this instruction.

4.2 Quality Control Plan (QCP)

4.2.1 The QCP is a detailed description of the quality control inspection system covering all services included in the contract specifying areas to be inspected on a scheduled or unscheduled basis and how inspections are to be conducted. The QCP shall also include a method for identifying deficiencies in the quality of services performed and for taking corrective action before the level of performance becomes unsatisfactory.

4.2.2 Within fifteen (15) days after contract award and whenever the methods or procedures are changed, the Contractor shall submit a written QCP to the CO for approval.

4.2.3 The Contractor shall maintain complete inspection records for the life of the contract; all Contractor documentation of QC inspections will become government property and shall be turned over to the COR within 10 calendar days of contract completion or termination. These records shall be made available at any time during contract performance for Government review upon request of the CO/COR.

4.2.4 The Contractor shall provide the Government with a monthly summary of all QC Inspections conducted by the Contractor and a summary statement of documented defects with monthly invoice. The Contractor must evaluate both internal and government inspection documentation for trend identification. The Contractor will develop corrective actions for trends identified and schedule joint follow up inspections with the COR for the following month.

5. PHASE-IN/PHASE-OUT

5.1 Phase-In

The Contractor shall provide a Phase-In Plan to deliver all 19 portable toilets as described within five (5) days after Contract award. This Plan shall include a detailed schedule showing each step in the providing responsibility, training, security requirements, and any other prerequisites necessary by the Government for successful contract phase-in.

5.1.1 The Contractor may have to coordinate with the outgoing Contractor to coordinate the exchange of portable toilets. The government may offer a schedule for both outgoing and incoming Contractor.

5.2 Phase-Out

5.2.1 The Contractor shall provide a phase-out plan to the CO for approval 120 days prior to contract completion. The plan shall describe how the Contractor shall approach the following issues: coordination with the follow-on Contractor and any other actions required to ensure continuity of services.

6. EVALUATION AND PERFORMANCE

A Performance Requirements Summary (PRS) is a key component of a commercial services contract that outlines the specific performance standards and measurable outcomes expected from the Contractor. The PRS identifies critical tasks, establishes performance objectives, and defines acceptable quality levels for each requirement. It also specifies the methods by which the Government will monitor and evaluate contractor performance, such as inspections or document reviews. By clearly articulating these standards, the PRS ensures both parties understand the criteria for successful contract execution, facilitates objective performance assessments, and supports effective contract management and accountability.

Performance Requirements Summary Portable Toilet Rental and Servicing							
P.R.S. #	PWS Para.	Performance Requirement	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Frequency of Surveillance	Admin Action
1	2.3	Contractor Furnished Items	All portable toilets are in proper working condition, maintained in a neat and clean inside and outside appearance, free of dirt and dents with approved stenciling.	100% on-time delivery of ordered units. All units meet performanc e standards.	Inspection	Random	Positive/ Negative CPARS Rating
2	3.1	Portable Toilet Servicing and Cleaning	The FLETC provided portable bathrooms shall be pumped out on the 1st and 3rd week of the month.	All units maintained to proper cleanliness and operational standards.	Random inspection, user feedback	Random/As needed	Positive/ Negative CPARS Rating
3	3.2	Portable Toilet Servicing and Collection	All portable toilets are cleaned and serviced on each visit.	100% compliant with regulations	Documentat ion review, inspection	Daily	Positive/ Negative CPARS Rating

4	3.5	Relocation of Portable Toilet	The relocation may include actions such as transfer of containers to a different area within the FLETC facility.	No more than 3 complaints per month per location	Inspection	Per Occurrence	Positive/ Negative CPARS Rating
5	3.12	Repair and Maintenance	All contractor supplied portable toilets shall be serviceable and in good working order.	The Contractor will be given two (2) working days' notice. Relocate identified units within 2 business days" or "as directed."	Service Log review, inspection	Per Occurrence	Positive/ Negative CPARS Rating

7. TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1
FLETC BULLETIN AND DIRECTIVES

FLETC Policy Bulletin#	Title	Effective Date
PB 2020-03	Equal Employment Opportunity and Anti-Harassment	5/20/2020
PB 2020-21	Severe Weather and Emergency Action Procedures for FLETC Training Delivery Points (TDPs)	5/17/2021

Directive and Manual Publication #	Title	Effective Date
Policy 123-05	Standards of Conduct	2/14/2025
FD_FM 121-02	Internal Security Program	3/31/2015
FD_FM 065-01 (58-01)	Equal Employment Opportunity and Anti-Harassment	26/6/2018
FD_FM 121-15 (67-01)	Violence in the Workplace	8/19/2015
500-17 (67-31)	Fraternization Between Center Staff and Students or Interns	2/20/2025
FD_FM 121-16	Notification and Assistance for Serious Incidents and Misconduct	3/15/2022
FD_FM 066-04 (67-92A)	Heat Stress Guidance	12/09/2021
FD_FM 066-03 (67-92D)	Drug-Free Workplace Plan	7/09/2025
146-01 (70-07C)	Dining Hall	1/17/2023
FD_FM 70-09	Occupational Safety and Health Program	6/28/2019
70-09.C	Severe Weather Notification and Response	4/2/2025
008-03 (70-09F)	Hurricane Response Plan	2/29/2024
FD_FM 121-17 (70-09I)	Traffic Regulations on FLETC Facilities	6/1/2021
FM 502-01 (70-09J)	Firearms and Ammunition	12/15/2022
FD_FM 121-18 (70-09K)	Training Accident Incident Review	4/11/2025
FD_FM 121-14 (71-00B)	Credentials, and Shields	4/28/2021
FD_FM 71-01	Physical Access Control	5/1/2018
FD_FM 71-11	Building Area Security and Access	12/19/2016

*Copies of Bulletins and Directives will be provided to Contractor upon award of contract as requested.

TECHNICAL EXHIBIT 2
PORTABLE TOILET LOCATIONS

#	LOCATION	QTY
1	Nevo 7	1
2	Nevo 8	1
3	Transition Stop	3
4	Nevo 9	2
5	Tent	1
6	Boat Tent	1
7	Shotgun Range	4
8	Melvins' Tavern	1
9	Near Gate 20 and tower	2
10	Mosby Camp Parking Area	2
11	Cabin #2	1
	Total Rental Units	19
	FLETC Owned Portable Bathrooms	2

8. ATTACHMENTS

1. Schedule of Items (Excel Workbook)
2. SCA WD 2015-4477 Rev34 5/13/2026

Special Contract Requirements

1. Directives, Regulations, And Instructions

The Contractor, its personnel, subcontractors, their personnel, and representatives must become acquainted with and fully comply at all times with the Federal Law Enforcement Training Centers (FLETC) Regulations, Directives, and Instructions. Any individual must be subject to removal from the Center for noncompliance.

In the event of a conflict between this contract and any FLETC Directive, Regulation or Instruction the contract prevails.

2. Operating On The Facility

2.1. Safety

The Contractor must conduct the operation(s) under this contract in strict conformance with all FLETC safety directives and Federal, State, and local requirements and with all applicable provisions of 29 CFR Part 1910 and 1926 of the Occupational Safety and Health Act (OSHA) and USACE EM-385-1-1.

The Contractor must conform to all safety rules and requirements in effect on the award date of this contract and must take such additional precautions as the Contracting Officer (CO) may reasonably require for safety and accident prevention purposes while performing any work under this contract. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing in any way under this contract.

The Contractor must make contract personnel available for Government furnished safety and occupational training for an estimate of two (2) hours to four (4) hours annually per individual. Government furnished training may include Quality, Safety and Occupational requirements.

2.2. Accident Reports

Within 24 hours of occurrence, the Contractor must prepare a report of all job-related accidents and injuries occurring on FLETC property. The Contractor must deliver the report to the Contracting Officer Representative (COR). The Contractor must maintain an accurate record of all accidents resulting in personal injury, death, trauma, or occupational illness or disease; exposure to hazardous materials (asbestos, lead, etc.); and all injuries reported on the Occupational Safety and Health Administration (OSHA) Form 300, Log of Work-Related Injuries and Illnesses (Attachment #15).

2.3. Occupational Hazards

The Contractor must comply with all elements of OSHA Safety and Health Standards, the FLETC Safety & Health Directives and all other Federal, State and Local regulatory requirements.

2.4. Fire Prevention

Contract personnel must report fires immediately upon detection.

Glynco Security

a. Dispatch x 2911

b. (912) 267-2911

The Contractor must observe all OSHA, FLETC, and National Fire Prevention Association (NFPA) requirements for handling and storage of combustible supplies, materials, waste, and trash. If combustible materials are to be stored on the premises, the Contractor must obtain Government approval, label the containers with the fire hazard potential of the materials and store the containers in fire-rated locking metal cabinets.

2.5. Traffic Regulations

Contractor and subcontractor personnel operating motor vehicles on FLETC must observe traffic regulations and posted speed limits except as defined elsewhere in this contract. The only exception to posted speed limits is passing jogging formations, when speed must be reduced to 15 mph. Traffic laws are enforced on the Center and violations must be assessed penalty points, which can result in revocation of driving privileges on Center.

2.6. Weapons

Contractor and subcontractor personnel are not permitted to bring privately owned firearms, weapons, or ammunition on the Center. This restriction includes handguns, rifles, shotguns, hunting bow and arrows, etc. All privately owned firearms, weapons, and ammunition must be surrendered/checked in at the main gate upon entry to FLETC.

2.7. Supervision of Contractor Personnel

The Contractor's personnel must remain under the Contractor's direct supervision at all times. Although the Government will coordinate direction within the scope of the contract, detailed instructions for the Contractor's personnel's performance and supervision must remain the sole responsibility of the Contractor.

3. Medical Treatment

Only emergency medical care is available in Government facilities to Contractor personnel who suffer on-the-job injury. The Government will NOT perform physical examinations on Contractor personnel except as specified elsewhere in this contract. Government emergency vehicles and medical personnel may be used as the first point of treatment in emergency situations affecting Contractor personnel suffering pain or whose life or limb may be in danger.

Transfer to other than Government medical treatment facilities must be affected by the Local Rescue Squad or Security Vehicle as determined necessary by attending medical authorities. The Contractor must render payment for care at the rates established by the CO as equitable with like services rendered in the local community. Upon receipt of a statement of charges, reimbursement will be made by the Contractor as a credit to the next billing invoice. Cost of these emergency services must be incurred and borne by the Contractor as non-reimbursable by the Government.

4. Subcontracting

The Government reserves the right to approve or disapprove subcontractors for any work required by this contract. The Contractor must obtain the CO's written approval of all subcontractors and provide copies of approved subcontracts.

5. Order Of Work

The Contractor must arrange the work so that it will not cause interference with the normal conduct of Government business or with the progress of other Contractors' projects. The Contractor must submit all work schedules for approval by the COR. The Contractor must adhere to the established schedules.

6. Other Contracts

The Government may award third party contracts for additional work at or near the site of work under this contract. The Contractor must fully cooperate with the other contractors and with Government employees and must carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the CO. The Contractor must not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

7. Disruption Of Contractor Work Schedule

The Contractor must promptly notify the CO and the COR when it appears that Government activities or personnel or other contractor's projects are hindering the effective execution of its work efforts.

8. Rights Of The Government To Perform Functions With Its Own Personnel

The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God. Such performance must not constitute a breach of contract by the Government within the meaning of the contract clause FAR 52.212-4 entitled "Termination for Cause".

The Contractor agrees under such circumstances to permit the Government to use any essential Contractor-furnished property. The Government will equitably compensate the Contractor for use of such property.

9. Government Performance Of Services During Labor Strikes

Because the services called for under this contract are of critical importance to FLETC, the Government reserves the right to take over or supplement performance of this contract in the event of a labor strike by the Contractor's personnel which impairs the Contractor's ability to satisfactorily perform the contract. Under such circumstances and at the direction of the CO, the Contractor agrees not to interfere in any way with Government performance. The Contractor further agrees under such circumstances to permit the Government to use any essential contractor-furnished property. The Government will equitably compensate the Contractor for use of such property.

The Contractor will not be entitled to payment for any performance period, in part or in total, during which the Government assumes performance under this clause. This clause does not limit the Government's rights under any other clause of this contract, including but not limited to, "Termination for Cause"; "Termination for Convenience", and "Inspection/Acceptance" in accordance with FAR 52.212-4(a).

10. Conservation

Contractor and subcontractor personnel must actively participate in all energy conservation efforts and programs applicable to work performed under this contract. The Contractor must instruct its personnel and subcontractors in utilities conservation policies.

11. Labor Relations

The Contractor must maintain satisfactory labor relations with its personnel. Representatives of the Contracting Office will not participate in labor relation matters unless disputes develop that interfere with the proper performance of the contract, at which time the representative may endeavor to assist in settling the difficulty.

The Contractor must provide the CO with a copy of any collective bargaining agreement applicable to personnel performing on this contract.

12. Affirmative Procurement Of Biobased Products Under Service And Construction Contracts

The Contractor must provide a complete list of biobased products purchased to carry out the contract requirements. The list must be provided to the point of contact listed in FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts, on each anniversary date of award. The products list must be organized into the following three categories: Biobased products, Green products and all other products. The Contractor must list volume to be used and total cost for each individual product in each category.

13. Photography

No photography, of any nature, is allowed while on FLETC without the written authorization of the CO. Submit photography requests to the CO at least two (2) business days prior to anticipated photo session.

14. Conduct Of Personnel

The CO may require the Contractor to remove from the job site any individual under this contract for reasons of misconduct, security, suspected or found to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor and subcontractor personnel must be subject to dismissal from the premises upon determination by the CO that such action is in the best interests of the Government. The CO has the authority to bar individuals from the installation. Such removal from the job site or dismissal from the premises must not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this performance work statement.

15. Contractor Vehicles

All Contractor vehicles operated on Government property must be in operable condition, maintained in good repair, and meet all local, State and Federal safety requirements. Vehicles found to be unsafe or unable to function as designed must be removed from the job site immediately. Each vehicle operated by the Contractor under this contract must, at all times, display a valid state license plate and safety inspection sticker, if applicable.

All Contractor vehicles must be operated in accordance with FLETC traffic regulations.

Should a vehicle fail to meet the standards, the Contractor must be liable of any resultant delays (including jeopardizing their performance report rating on contract schedules).

The Contractor's name and telephone number must be conspicuously legible on both sides of all Contractor vehicles and over-the-road equipment.

16. Permits

The Contractor must without additional expense to the Government obtain all appointments, licenses, and permits required for the prosecution of the work and for compliance with all applicable Federal, State and local laws, regulations, and codes. Evidence of such must be provided to the CO upon request.

The Contractor must ensure that all Contractor personnel who will be driving a vehicle in support of this contract possess required license, prior to driving that vehicle. This specifically includes personnel operating FLETC Government owned vehicles in the performance of roles.

17. Environmental Protection

The Contractor must comply with all applicable environmental protection requirements including all Federal, State and local laws and regulations. All environmental protection matters must be coordinated with the CO or designated representative. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor, or contractor equipment, personnel, etc., the Contractor must reimburse the Government for that portion of the fine and associated costs for which the Contractor is responsible.

18. Access To Buildings

It must be the Contractor's responsibility, through the COR, to obtain access to buildings and to arrange for each room/area to be opened and closed as necessary in performance of contract requirements. The Contractor must be responsible for safeguarding all Government property and securing facilities, equipment, and materials at the end of each work period.

19. Key Control

Keys to include keyless entry cards or other similar control devices will be issued to the Contractor as appropriate. The Contractor must receive, service, and account for all keys issued for use in the performance of this contract. The Contractor must develop a system of key control and submit the written plan for the CO's approval five (5) days prior to contract start. This plan must become a part of the quality control plan. The Contractor's plan must ensure that all keys and lock

combinations issued to the Contractor by the Government are not lost, misplaced, or used by unauthorized persons.

Neither the Contractor, nor any Contractor personnel, must duplicate or fabricate any Government key in its custody. Should replacement keys be required, the Contractor must submit a WRITTEN REQUEST to the COR. The Contractor must report loss or unauthorized duplication of Government issued keys to the CO or his/her designated representative within 48 hours of learning of the loss or duplication by Contractor and subcontractor personnel.

The Contractor must control access to all Government provided lock combinations to preclude unauthorized entry. The Contractor must immediately notify the COR when lock combinations have been compromised.

Should the security of a facility become compromised by the loss of a key by Contractor personnel, the Contractor must be responsible for replacement cost for rekeying of locks or lock replacements as determined appropriate by the CO. In the event a master key is lost or duplicated, all locks and keys for that system must be replaced and replacement cost borne by the Contractor.

Contractor personnel must not allow anyone the use of any Government key in their possession. They must not open locked rooms or areas to permit entrance by persons other than Contractor personnel performing assigned duties. Any room unlocked by Contractor at the start of work must not be left unattended during the service process and must be re-locked by Contractor personnel after completion of their service duties.

20. Disclosure Of Information

The Contractor is reminded that information furnished under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when FLETC or the Government determines disclosure is warranted by the FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed releasable.

Any information made available to the Contractor by the Government must be used only for carrying out the provisions of this Contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors must be under the supervision of the Contractor or the Contractor’s responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641.19 U.S.C. 641. This section provides, in pertinent part, that whoever

knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, must be guilty of a crime punishable by a fine of up to $10,000, or imprisoned up to ten years, or both.

21. Implementation Of E.O. 13224-Executive Order On Terrorist Financing

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with the United States Executive Orders and laws.

22. Advertising of Award

The Contractor must not refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

23. Damage Reports

In all instances where Government property or equipment is damaged by Contractor personnel, the Contractor must submit a full written report of the facts and extent of such to the COR within 24 hours.

24. Property Damage and Personal Injuries

The Contractor must assume full responsibility for any and all damages or claims for damage for injury to persons, property, or equipment which results from any service performed under this contract. The Contractor must repair or replace to the satisfaction of the CO or his representative any surfaces, fixtures, furnishings, structures, equipment, material, or supplies which were damaged by Contractor personnel. The Contractor must abide by the decision of the CO whether to repair or to replace items, property, or structures when damage is caused by any of the above. The Contractor must accomplish such repair or replacement at no cost to the Government within five (5) business days following occurrence of the damage unless otherwise agreed upon by the CO.

25. Indemnity And Liability

The Contractor must exercise reasonable care and use the Contractor's best efforts to prevent accidents, injury, or damage to all persons and property in and about the work and to the facility or part(s) thereof upon which work is done.

The Contractor must indemnify and hold harmless the Government against any and all liability claims and costs for injury to any property (Government or otherwise) arising from the occupancy, use, service, operation or performance of work in connection with this contract resulting in whole or in part from the negligent acts or fault of the Contractor or any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor.

The Government will in no way be responsible for damages or loss occasioned by fire, theft, and accident or otherwise to the Contractor's stored supplies, materials, equipment, or its personnel's personal belongings.

The Contractor must indemnify the Government against any and all liability claims for injuries, or death of any person and for loss or damage to any property occurring in connection with the occupancy, use, service, operation, or performance of work in connection with this contract resulting from the negligent acts or fault of the Contractor, any subcontractor, any employee, agent, or representative of the Contractor or subcontractor.

26. Contractor Liability For Acts Of God

The Contractor must not be held responsible for damages incurred as a result of an Act of God, including but not limited to: flood, lightning, hurricane, tornado, earthquake, and unusually severe weather conditions documented by the National Weather Service as differing from the norm for this geographical area. The Contractor must take all necessary precautions or measures to protect Government property and equipment if warning is given. If the Contractor is found to be negligent in his efforts to minimize damages, the Government must hold the Contractor liable for those damages and associated costs.

27. Insurance

The Contractor must procure and maintain insurance at the Contractor’s expense during the term of the contract and any extensions. Before starting work under this contract, the Contractor must certify to the CO in writing that the required insurance has been obtained. Within 10 days after the award of this contract, the Contractor must furnish to the CO a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the minimum amounts specified below:

a) Comprehensive General Liability: $200,000 per person and $500,000 per accident for bodily injury and $50,000 per occurrence for property damage
b) Automobile Insurance: $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage
c) Standard Workers' Compensation and Employer's Liability Insurance in the minimum amount of $100,000.

The general liability policy must name "The United States of America, acting by and through the Department of Homeland Security (DHS), Federal Law Enforcement Training Center (FLETC)" as an additional insured with respect to operations performed under this contract.

The Certificate of Insurance must provide for a minimum of 30 days’ written notice to the CO by the insurance company prior to cancellation or material change in policy coverage.

28. Holidays (Updated PRO 2021)

a. The Government recognizes the following holidays:

Date	**Holiday**

January 01 *	New Year's Day
Third Monday of January	Birthday of Martin Luther King, Jr.
Third Monday of February **	Washington's Birthday
Last Monday of May	Memorial Day
June 19	Juneteenth
July 04	Independence Day
First Monday of September	Labor Day
Second Monday of October	Columbus Day
November 11 *	Veterans Day
Fourth Thursday of November	Thanksgiving Day
December 25 *	Christmas Day

*If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination.

**This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

b. The Federal holidays listed above are holidays granted to Federal employees. The Contractor must refer to the individual wage determination (Technical Exhibit 11) for actual holidays to be allowed for contractor employees. In the event that any of these holidays occur on a Saturday or Sunday, they must be observed by the Contractor per the practice observed by the Government.
c. Occasionally, Federal holidays will be declared normal training days and full Contractor support will be required. Notice of this requirement will be given to the Contractor at least one week in advance.
d. The Contractor must NOT receive premium rates for any special declared holiday for Federal employees (e.g., National Day of Mourning for death of a former president).

The FLETC may schedule non-training days, for example the Friday after Thanksgiving Day and on day before or after Christmas Day; however, this is not a Federal Holiday and does not relieve the Contractor from the PM responsibilities on the non-training days.

29. Hours Of Operation

Normal work hours are from 7:30 a.m. through 4:30 p.m., Monday through Friday unless otherwise defined in individual specification sections.

Notwithstanding the provisions of FAR clause 52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation, work will NOT be permitted outside normal work hours, on Saturdays, Sundays, or federal holidays unless coordinated and approved by the Government Project Manager and Contracting Officer in advance. A request to work outside normal working hours must be submitted a minimum of two (2) working days in advance of the date on which such work is anticipated. The exclusion of work on Saturdays, Sundays, and holidays has been considered in computing the performance time of this contract.

30. Physical And Personnel Security Requirements (Updated October 2019 OSPR)

30.1. General Requirements

a. Contractor and subcontractor personnel in the performance of this contract or any representative of the Contractor entering the FLETC must abide by all FLETC security regulations which may be in effect during the contract period. Any such individual(s) must be subject to those security inspections which may be deemed necessary by the FLETC to ensure that no security violations occur during the course of the contract. It must be the Contractor's responsibility to ensure that each applicant who is expected to perform on FLETC facilities or that requires routine access to FLETC facilities must complete the most current versions of FLETC FTC-SEM-17 Badge Application Request form, DHS Form 11000-25 Contractor Fitness/Screening Request Form, U.S Citizen and Immigration Services (USCIS) Employment Eligibility Verification I-9, Office of Personnel Management (OPM) Declaration for Federal Employment form OF-306, DHS Non-Disclosure 11000-6, and Federal Bureau of Investigation (FBI) Fingerprint Card FD-258 in order to undergo a suitability background investigation which will be either a fingerprint check, a National Agency Check with Written Inquiries (Tier 1) or a Minimum Background Investigation (Tier 2).

1) If a Tier 2 or Tier 1 investigation is required, Contractor and subcontractor personnel will be required to complete a Standard Form 85, Questionnaire for Non-Sensitive Positions, or SF 85P , Questionnaire for Public Trust Positions. An SF 85 is required to be filled out for a Tier 1. A Tier 1 is performed on Contractor and subcontractor personnel who are considered low risk. An SF 85P is required to be filled out for a Tier 2. A Tier 2 is normally conducted for Contractor and subcontractor personnel who are in a moderate risk position or have access to Sensitive but Unclassified (SBU) information in all its forms and markings. Individuals in this category include, but are not limited to, those working as educational aides, Role Players, FLETC Security Police, firearms personnel, explosives handlers, and Information Technology (IT) specialists. In addition, the Contractor should ensure that they have completed an E-Verify search for all Foreign National (FN) Contractor and subcontractor personnel.

2) For a cleared contract, the security background check will be conducted on the Contractor (facility) and Contractor and subcontractor personnel by the Defense Industrial Security Clearance Office (DISCO).

b. The FLETC reserves the right and prerogative to deny and/or restrict facility and information access of any Contractor or subcontractor personnel whose actions are in conflict with the standards of conduct, 5 CFR 2635. In accordance with the most current version of FLETC Manual 71-01, Physical Access Control, Paragraph 6, d, (1), (a) an individual will be denied access to FLETC facilities. Examples of offenses which prevent access to the FLETC include, but are not limited to:

1) Any felony conviction within the last six years.
2) Any misdemeanor conviction of a serious nature within the last three years.
3) Multiple misdemeanor convictions within the last six years.
4) Any conviction for drug usage trafficking or involvement in the last 2 years;
5) Violence against Law Enforcement Officers (LEO).
6) Current open criminal charges.
7) Failure to register for Selective Service, if applicable.
8) Aggravated Violent Crimes (e.g., child brutality, child molestation, rape, wrongful death of another, etc.).
9) An active arrest warrant for any of the aforementioned crimes, and/or.
10) Past incidents that would reflect badly on the FLETC in the eyes of the public or that would otherwise pose a threat to the safety and security of FLETC personnel or property.

c. The Contractor must report to the Chief Security Officer (CSO) any adverse information coming to their attention concerning Contractor and subcontractor personnel during the course of the contract. The report must include the individual's name and social security number. If this information results in the subsequent termination of the individual's access to the FLETC, it does not obviate the requirement to submit this report.

d. Costs, delays and other hardships that result from Contractor or subcontractor personnel being denied access to the FLETC must be borne entirely by the Contractor. Denial of access for Contractor or subcontractor personnel to the FLETC by the CSO must not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract. FLETC security regulations regarding physical security access are found in the most recent revisions of the following FLETC Directives and Manuals:

Number 71-01, Physical Access Control.
Number 71.00B, Identification Badges, Credentials and Shields; and
Number 71-11, Building/Area Security and Access.

30.2. Access to FLETC Facilities by Contractor Personnel

Determination of Contractor and subcontractor personnel's physical security access requirements must be coordinated with the CO or COR. Contractor and subcontractor personnel are subject to specific access requirements as defined herein.

1) Contractor. The Contractor must manage the submission of personnel requests for background investigations and must conduct their own pre-screening to ensure not only that the application is complete, but also to pre-screen for suitability using the same standards the Government applies. These screening items include:
   a) public record criminal checks
   b) Past Employment History
   c) Education
   d) Bankruptcies, Liens, Judgments
   e) Verify Social Security Number (SSN), Date of Birth (DOB), and Residence
   f) E-Verify name check (foreign born)
   g) Google Query
   h) Social Network Query

2) Suitability for Contractor Personnel to Perform on the FLETC. Suitability factors are identified in the most current version of DHS Instruction Handbook 121-01-007, Suitability and Security Program. The Contractor must:

   a) Furnish to prospective Contractor and subcontractor personnel under this contract the necessary forms to be completed to request access to the FLETC (Form I-9, DHS Non-Disclosure, OF 306, and DHS Form 11000-25).
   b) Review the completed forms for completeness and accuracy and submit completed forms to the CO or COR for processing.
   c) Ensure that personnel have been checked through E-Verify.

      i) E-Verify informational brochure on how to create an account: http://www.uscis.gov/USCIS/Verification/E-Verify/Publications/Guides/guide-enrollment.pdf
      ii) E-Verify login at: https://e-verify.uscis.gov/emp/vislogin.aspx
      iii) Ensure that proposed Contractor and subcontractor personnel meet the standards as outlined in the preceding paragraphs.
      iv) Ensure that personnel who are at moderate risk and require a Tier 2 do not exceed the DHS bad debt limit of $7,500.00.
   d) Cleared Contractors. Contractor and subcontractor personnel that are to perform on the FLETC in a national security position as identified by the FLETC CSO must be cleared personnel who have received their clearance from the DISCO. Both the Contractor (facility) and the Contractor's (to include subcontractor) personnel must have clearances issued by the DISCO. National security positions are identified in Title 5 Code of Federal Regulation (CFR) 732.102.

3) Contractor Personnel Access For More Than Six Months. All Contractor and subcontractor personnel who are not temporary or intermittent and who work at the FLETC on a regular

basis for more than six (6) months will be required to complete an SF 85. For Contractor and subcontractor personnel determined to be in a moderate risk position, the SF 85P will be required to be completed. Questionnaires must be completed by Contractor and subcontractor personnel utilizing the Office of Personnel Management's (OPM) Electronic Questionnaires for Investigation Processing (e-QIP) System.

a) The Office of Security and Professional Responsibility (OSPR) / Personnel Security Program (PER) will initiate Contractor and subcontractor personnel into the e-QIP system using information provided on the form 11000-25.
b) Contractor and subcontractor personnel will then receive an e-mail message that provides information on accessing the OPM website and completing the electronic questionnaire.
c) In order for Contractor and subcontractor personnel to begin work, the SF 85/85P must be completed and electronically released to OSPR/PER. OSPR/PER will then release the SF 85/85P to the National Background Investigation Bureau (NBIB) for the background investigation.
d) For positions identified by the CSO or FLETC Information System Security Manager (ISSM) as low, moderate, or high risk for suitability for employment, the Contractor must:
    i) Provide to the CO a Form I-9, OF 306, DHS Non-Disclosure, and DHS Form 11000-25 for all identified Contractor and subcontractor personnel. All forms must be completed in their entirety. For U.S. Citizens, the Contractor must submit the required forms at least 10 days in advance of Contractor and subcontractor personnel's earliest proposed access to FLETC IT systems or facilities. Requirements specific to non-U.S. Citizens are outlined later in this section.
    ii) Upon notification from the FLETC Security staff, Contractor and subcontractor personnel will be required to appear in person before an authorized FLETC representative for the purpose of verifying the individual's identity in accordance with Homeland Security Presidential Directive (HSPD) 12, Policy for a Common Identification Standard for Federal Employees and Contractors. HSPD-12 mandates that verification of identification for Contractor and subcontractor personnel requires the individual to be physically present, and to present to the badging authority:
        A. A picture identification card issued by either a governmental entity of one of the several States or the United States Federal government, and.
        B. One other form of identification specified on Form I-9. Upon verifying the Contractor and subcontractor personnel's identity, Contractor and subcontractor personnel must provide fingerprints and a photograph.
        C. Following a favorably adjudicated background investigation, the FLETC may issue a Personal Identity Verification (PIV) Card to Contractor and subcontractor personnel that will enable appropriate access to the facility and IT systems. Such access will only be issued in accordance with FLETC Physical Security, Information Security and IT Security policies. Access to national security information only occurs in the event that the Contractor has received a clearance from the DISCO.

D. At the discretion of the CSO and following the receipt of favorable National Agency Check (NAC), the FLETC may elect to approve temporary access to the facility for Contractor and subcontractor personnel while the rest of the suitability investigation is being completed. If the NAC is not returned in five (5) days from the time that the OSPR/PER releases the electronic questionnaire to NBIB, the results of a fingerprint check can be used to allow the Contractor and subcontractor personnel to begin working.

4) Contractor Personnel Less Than Six Months, More Than Five Days. Contractor and subcontractor personnel who will require access to the FLETC for more than five (5) days, but less than six (6) months, the Contractor must provide a completed OF 306, Form I-9, DHS Non-Disclosure, and DHS Form 11000-25. For U.S. Citizens, FLETC requires that the Form 11000-25 must be submitted to the CO a minimum of 10 business days in advance of Contractor and subcontractor personnel's first day of needed access.
   a) FLETC must conduct background checks for access using the information provided from the Form 11000-25.
      i) Upon notification from the FLETC Security staff, Contractor and subcontractor personnel will be required to appear in person before an authorized FLETC representative for the purpose of verifying the individual's identity. Verification of the Contractor and subcontractor personnel's identity requires the individual to be physically present, and to present to the badging authority:
         A. A picture identification card issued by either a governmental entity of one of the several States or the United States Federal government, and
         B. One other form of identification specified on Form I-9. Upon verifying the Contractor and subcontractor personnel's identity, Contractor and subcontractor personnel must provide fingerprints and a photograph.
         C. Once the results of the fingerprints are received by the OSPR/PER are successfully adjudicated, the Contractor will be allowed to begin work.

5) Contractor Personnel for Five Days or Less. For Contractor and subcontractor personnel who will require access to the FLETC for up to five (5) days, the Contractor must request temporary or intermittent access utilizing FLETC Form 121-00-02 Visitor Access Request. Such access is granted at the discretion of the CSO.

6) Employment and Prime Contractor Requirements for Non-U.S. Citizens. The Contractor will adhere to the following requirements when attempting to employ Non-U.S. Citizens on the FLETC.
   a) Employment requests for Foreign Nationals (FN) must be submitted to the OSPR with full and completed documentation in the below identified time frame(s). Requests must be made on DHS Form 11055 Foreign National Screening Request Form, which can be obtained from the FLETC Registration Buildings/Visitors Centers at all FLETC sites.
      i) NOTE: All FNs seeking to perform at the FLETC MUST present valid identification documents (Passport) at the Registration Building/Visitor Center. Failure to present required credentials will result in denial of employment eligibility.

b) For FNs who are Lawful Permanent Residents (LPRs) of the United States, requests must be submitted to the OSPR no less than 30 business days in advance of the first day of access. A copy of the LPR's Resident Alien card, Permanent Resident card must be attached.
c) Requests for permission to work for FNs who are not LPRs, must be submitted to OPSR no less than 30 business days in advance of the first day of access. A copy of the FN's passport must be attached.
d) The Contractor must notify the responsible CO as to whether they will employ any Non-U.S. Citizen Contractor or subcontractor personnel that fall into positions/areas with possible access to SBU information. SBU information includes but is not limited to: For Official Use Only (FOUO) information, Law Enforcement Sensitive (LES) information, and Sensitive Personally Identifiable Information (Sensitive PII). All new-hire FN/LPR Contractor and subcontractor personnel/applicants whose new position would fall into assignments with possible access to SBU, will be required to wait until completion of the investigation and adjudication of the contract personnel before being approved for work/access. Such notification will be in writing and will include the name(s) of all of the Contractor and subcontractor's FN/LPR Contractor and subcontractor personnel subject to these requirements. The document will state that the Contractor, subcontractor and their personnel are willing to meet the specific criteria outlined below:
    i) Confirm in writing that the FN Contractor and subcontractor personnel has been an LPR of the U.S. for two (2) years or more or if non-LPR the Contractor must confirm in writing that FN personnel have a valid Employment Authorization Document, Form I-766.
    ii) Confirm in writing that the Contractor believes that the FN Contractor and subcontractor personnel are not a threat to the U.S. and would properly protect and/or handle the SBU information they will be required to work with or near.
    iii) Confirm in writing that the FN/ LPR Contractor and subcontractor personnel have indicated that they are willing to submit to the NBIB-conducted Tier 2 and have agreed to complete the SF 85P, DHS Non-Disclosure, Form I-9, submit a set of fingerprints; and provide any additional information as needed for the conduct of the Tier 2.
    iv) The cost of the investigation and adjudication must be responsibility of the FN or LPR Contractor and subcontractor personnel or the Contractor.
    v) FN/LPR Contractor and subcontractor personnel who are temporary/intermittent and who have work-related, or may have inadvertent, access to SBU information are required to have a successfully adjudicated Tier 2 prior to beginning work.
    vi) Access for those FN/LPR Contractor and subcontractor personnel in these kinds of positions that are not included in the Contractor's request document will be immediately rescinded.
    vii) When a FN/LPR contract position applicant is being sponsored by a FLETC Partner Organization (PO) for a position with access to SBU information, the PO must conduct the required background investigations, and the PO sponsor must indicate on the DHS Form 11055 that the FN/LPR personnel/applicant has had a favorably adjudicated Tier 2.

30.3. Identification Badges and Vehicle Passes

a. All individuals working on or requesting access to the FLETC must obtain authorization to enter the FLETC through the issuance of an appropriate FLETC identification badge or PIV card. The FLETC badge/card or PIV card are required to be worn visibly on the outside clothing between the neck and waist displaying the photograph side of the identification badge at all times while on the FLETC premises. Lost or stolen identification documents must be immediately reported to the OSPR Security Management (OSPR/SMO). Contractor and subcontractor personnel who have undergone a background investigation conducted by NBIB (Tier 1 or Tier 2) and successfully adjudicated by the OSPR/PER will be issued a PIV identification card. All Contractor and subcontractor personnel who have not undergone a background investigation conducted by the NBIB will be issued a FLETC identification badge/card.
b. Vehicle must be registered with FLETC. Contractors wishing to drive on FLETC will need to provide proof of insurance, valid registration and tag number of the vehicle. Contractor cannot park in restricted parking areas unless authorized by FLETC. These authorizations will receive a parking pass that must be displayed when parked in the restricted areas. Failure to register a vehicle with FLETC will result in the loss of driving privileges on FLETC for a minimum of 30 days.
c. A $15.00 replacement charge will be assessed against the Contractor for each FLETC badge/card or pass that must be replaced for other than excessive wear, name change, or other reason approved by OSPR/SMO. The replacement charge for a PIV card is $25.00. Lost or stolen identification documents must be considered to be within the control of Contractor and subcontractor personnel. Replacement charges will be assessed and paid by the Contractor prior to the replacement identification badge being issued.
d. If Contractor and subcontractor personnel resign, are terminated, or denied access to the FLETC, voluntarily or otherwise, prior to contract completion, the bearer of the FLETC identification badge or PIV card and vehicle pass must immediately surrender them to the Contractor. The Contractor must return the FLETC identification badge/PIV card vehicle pass to the OSPR/SMO within three (3) business days of the resignation, termination, or access denial. Failure to return the FLETC identification badge or PIV card will result in the Contractor being charged as proscribed in paragraph c. above.

30.4. Completion of the Contract

a. The Contractor must be responsible for returning to the OSPR all identification badges and vehicle passes issued under the contract no later than 15 days after the final acceptance of the work by the FLETC. Final contract payment must not be authorized until the FLETC has received all identification badges and passes which have been issued under this contract, including those issued to subcontractors. If the Contractor is unable to return all badges and passes issued, a charge for the missing documents will be assessed against the final payment as per the replacement costs described above.
b. Before final payment is made, the CO in conjunction with the OSPR may review the number of badge applications submitted under this contract. If the number of Contractor and subcontractor personnel denied access to the FLETC because of the results of the

background investigation exceed 8% of the total number of Contractor and subcontractor personnel requesting access to the FLETC, the Contractor must bear the cost for the background investigations for each denied background check above 8%. The cost of a basic suitability investigation is $194.00 and the cost of a moderate risk background investigation, Minimum Background Investigation, is $1,551.00. The percentage to be borne by the Contractor for Contractor and subcontractor personnel denied access to the FLETC because of the results of the background investigation will be across the board for each type of investigation required above the 8%. The amount will be deducted from the contract total. The amount deducted from the contract total because of this action must not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract.

30.5. Review of Access and Suitability Determinations

a. Access Determinations. Access to classified national security information and the receipt of a security clearance will be in accordance with Executive Order (EO) 13526, as well as all applicable Department of Homeland Security Directives and all applicable FLETC Directives and Manuals. After contract award, Contractor and subcontractor personnel who are denied access to the FLETC must be provided with "due process" for the denial of access in accordance with all applicable standards. All these actions will be conducted by the DISCO.
b. Suitability Determinations. When adverse information is developed in the course of a suitability investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether Contractor and subcontractor personnel may be granted unescorted access to FLETC facilities and sensitive information. Contractor and subcontractor personnel for whom unfavorable or derogatory information has been developed must be provided with a Proposed Action Letter (PAL) that contains the questionable information. Contractor and subcontractor personnel must be offered the opportunity to respond to the PAL in order to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, Contractor and subcontractor personnel must be formally notified and informed of the reason(s). Adverse information about the Contractor and subcontractor personnel may not be disclosed to the Contractor and/or subcontractor. When a final determination has been made, the Contractor must be informed simultaneously with notification to the affected individual that individual is ineligible to render services or otherwise perform under the contract. Waivers for specific requirements for working in Federal, Department of Homeland Security, and FLETC facilities must only be granted under specific conditions and processes as defined in the applicable regulations and directions regarding such requirements.

31. Security Training

General. All Contractor personnel (including subcontractors or any representative of the Contractor) entering the Federal Law Enforcement Training Center (FLETC) must be provided Security training prior to performing on FLETC. Training material will be provided by the Government.

Training. Security training must be provided by the Contractor, at least annually, for Contractor and subcontractor personnel, and applicable representatives requiring access to FLETC. The training must consist of the viewing of a Government-provided video (Security Orientation for Contractors), or review of attached Government-provided material contained outlining the major security references and requirements for the Contractor.

All Contractor and subcontractor personnel requiring access to FLETC must review the attached Government-provided material. Contractor supervisory personnel will ensure that the material is available for review by any contractor employee. Contractor and subcontractor personnel requiring access to FLETC for a period of six (6) months or more must also view the Government-provided Security Orientation for Contractors Video at the required reporting timeframes specified below.

Contractor and subcontractor personnel requiring access for less than six (6) months must review the attached Government-provided material.

Reporting. The Contractor must deliver to the CO a Security Training List within the first 30 days of performance, and semi-annually on the first day of October and April. The Security Training List must be provided in Microsoft Excel format, and include - Company Name, Contract Number, Employee Name, Date Employee Reports on Center, and Date of Training. The standardized format is attached.

Certification. The Contractor must certify information submitted on the Security Training List is accurate. The Contractor must designate an authorized representative for certification purposes.

32. Access To Unclassified Facilities, Information Technology Resources, And Sensitive Information Requirement (Updated July 2013 OSPR)

The assurance of the security of unclassified facilities, IT resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Directive 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information, describes how Contractors must handle sensitive but unclassified information. The DHS Sensitive Systems Handbook prescribes policies and procedures on security for IT resources. The Contractor must comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering Contractors specifically for all Delivery Orders that require access to DHS facilities, IT resources or sensitive information. The Contractor must not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the Delivery Order.
The Government will provide the Contractor with access to existing system.
Sensitive Information, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an EO or an Act of Congress to be kept secret in the interest

of national defense, homeland security or foreign policy. This definition includes but is not limited to the following categories of information:

Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

Information designated as FOUO, which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

NOTE: By Fiscal Year 2014, the designation "Controlled Unclassified Information" (CUI) will replace FOUO and other sensitive but unclassified markings. As mandatory implementation time comes closer, the Contractor may find more documents, materials, and other information formats marked or referred to as CUI. Any material referenced in any manner as CUI will receive the same protections as those outlined in DHS Directive 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information.

Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, “R” drive, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor and subcontractor personnel working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms must be submitted as directed by the CO. Upon the CO's request, the Contractor and subcontractor personnel must be fingerprinted, or subject to other investigations as required. All Contractor and subcontractor personnel requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The CO may require the Contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

Work under this contract may involve access to sensitive information. Therefore, the Contractor must not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO. For Contractor and subcontractor personnel authorized access to sensitive information, the Contractor must ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Contractor must include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COR will arrange, and complete the Contractor's verification of Security Training.

33. Operations Security (OPSEC) Requirements (Updated July 2013 OSPR)

The FLETC OPSEC Program (OSPR/OPS) acts to secure against the inadvertent release or unauthorized disclosure of such information outside established control procedures. Specific, unclassified facts about FLETC's mission, intentions, capabilities, or activities are considered critical information and must be protected to ensure our adversaries are not successful. OPSEC measures pertaining to a contract require additional requirements to consider such as:

FLETC must determine if there is critical information associated with the contract or activities involved in the contract that warrants the inclusion of OPSEC requirements. Consideration must be given to the type of work being performed and the environment and circumstances in which contract performance will occur. Potential Critical Information that must be protected includes but is not limited to:

Indications of when and where activities will occur (such as tests) which can possibly be targeted and present collection opportunities by foreign intelligence.

1. The duration of a contract and indications of results (such as in ads, status reports and brochures).
2. The existence of a contract, services involved and what is being developed in U.S. press releases, stock prospective, etc.
3. Pictures indicating classified design features or approaches.
4. The lettering of contracts and identity of subcontractors.
5. Maps, Aerial Photographs, Floor Plans of the project.
6. Photographs including facial images.
7. Official and Personal websites (including social networking sites) revealing details of the project.

8. Contract specifications detailing how project and contractor personnel are handling/protecting SBU information.

To ensure uniformity in the way OPSEC requirements are presented to industry, the following guidance must be followed:

1. Guidance will be appended to basic solicitations or contracts and labeled "OPSEC Requirements."
2. OPSEC guidance will include Critical Information pertinent to contractual activities and essential secrecy to be maintained and statement of harm if adversaries derive accurate estimates.

   If OPSEC requirements are necessary, an OPSEC review must be conducted of the Performance Work Statement (PWS)/Statement Of Work (SOW) for contracts prior to the time the CO releases the PWS/SOW to contract offerors/bidders. The PWS/SOW is a publicly released document that can reveal critical information or indicators of critical information. It is important that COs, CORs and Contractors work with OSPR/OPS and project coordinators, e.g., FLETC Facilities Management Division (FMD), PRO, etc. to identify OPSEC requirements for the scope of work to be performed. The SOW should also undergo a formal content review prior to its release to the public.

   FLETC and PO COs, CORs, and contractor managers are responsible for ensuring that their respective Contractors are aware of this policy and adhere to these requirements. This includes responding to Contractor inquiries on what photography is permissible and what is not, as well as researching and coordinating interpretation of the policy with OSPR/OPS. Contractor and subcontractor personnel may be required to participate in formal OPSEC classroom and/or computer-based training (CBT) and briefings, as required.

   Contractor and subcontractor personnel use of personal still and video photography (including cell phone cameras) is prohibited.

   Contractor and subcontractor personnel use of still and video photography is limited to ONLY those authorized activities on FLETC facilities that have been approved by the applicable FLETC Training Directorate and/or PO Academy, are part of official visits and media activities coordinated through FLETC Public Affairs Office (PAO), and/or are part of contract requirements coordinated through the respective CO, COR, and OSPR/OPS.

   Photographing of ANY training activity must be approved in writing by the applicable FLETC Training Directorate and/or PO Academy.

Contractor and subcontractor personnel to whom access to FLETC-related SBU and critical information is granted will:

1. Be aware of and comply with FLETC safeguarding requirements for OPSEC, as applicable.

2. Be aware that not protecting DHS and FLETC critical information may result in administrative or disciplinary action.
3. Participate in formal OPSEC classroom and/or CBT and briefings, as required.
   The Contractor will coordinate with Project Coordinators, e.g., FMD, and OSPR/OPS the conduct of OPSEC reviews, assessments, and evaluations of FLETC contractor products designated for external distribution or publication to include television, radio, film, video, print, photography, and electronic products, for those assigned contracts. As applicable, the Contractor will ensure that all subordinate Contractor and subcontractor personnel will participate with these reviews, surveys, assessments, development of countermeasures, etc., for their respective organization. The Contractor will ensure documentation of individual Contractor and subcontractor personnel attendance at OPSEC briefings and training occurs by following established training documentation procedures, as applicable. Submit all applicable Contractor OPSEC training documentation to the respective COR.

34. Information Technology and Data Security Requirements (Updated July 2013 OSPR)

General Requirements: All Contractor and subcontractor personnel in the performance of this contract requiring access to FLETC information technology (IT) systems or sensitive data must abide by all FLETC IT security regulations which may be in effect during the contract period. Any such individual(s) must be subject to those checks which may be deemed necessary by FLETC to ensure that no violations occur. It must be the Contractor's responsibility to ensure that all Contractor and subcontractor personnel who are expected to have access to FLETC-owned or -operated IT systems or IT systems contracted on behalf of FLETC that contain FLETC sensitive data or information, undergo or have undergone an appropriate suitability background investigation. The type of background investigation that is conducted is based on FLETC's assessment of risk of the contractor's position. Positions may be categorized as either IT or non-IT and based on the risk (i.e., low, moderate) to public trust.

Determination of Contractor and subcontractor personnel IT access needs must be coordinated with the COR. IT system and data suitability background investigation requirements may be greater than those requirements for physical security access to FLETC facilities. Suitability background investigation processes for physical security access will be followed as contained in this Section H. Temporary IT system and data access will only be permitted for non-sensitive IT systems and data. For Contractor and subcontractor personnel who will require admittance to FLETC facilities and/or are being given access to FLETC SBU information that includes, Personnel Identity Information (PII), Protected critical Infrastructure Information (PCII), Sensitive Security Information (SSI), FOUO, or IT resources, will be required to undergo a background investigation even if they work for less than six months. Depending on the risk level, the background investigation will be a NACI or MBI. The risk determination will be made in consultation with the CO, PHY, PER, and the Chief Information Security Officer (CISO).

The required suitability background investigation forms will be provided upon contract award. All forms must be completed in their entirety by all Contractor and subcontractor personnel subject to the requirement. If the background investigation results in an unfavorable adjudication, the individual will be denied access to FLETC IT systems and sensitive data. Examples of offenses

which could prevent access to FLETC IT systems and sensitive data include but are not limited to any felony convictions or habitual violations, any crimes against a police officer, any conviction for distribution of illegal drugs, or any crimes of moral turpitude. Any cost or time delay which the Contractor experiences in the contract due to Contractor and subcontractor personnel being denied access to FLETC IT systems and sensitive data must be the sole responsibility of the Contractor. Denial of IT system access for any individual because of failure to meet FLETC IT security standards must not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract. The DHS IT security requirements are outlined in DHS Sensitive Systems Policy Directive 4300A.

Contract Completion: The Contractor must be responsible for ensuring FLETC Chief Information Officer (CIO) Directorate is notified of all Contractor and subcontractor personnel released from this contract support at the time of release, voluntarily or otherwise and at the end of the contract, who were issued access accounts to any FLETC IT systems. Notification to the CIO Directorate must be through the COR.

34.1. Information Technology Security Training

All Contractor and subcontractor personnel entering FLETC must be provided IT Security training prior to accessing an information system, its information, and resources. Training material will be provided by the Government. 5 CFR Part 930, subpart C, as revised, requires that all users of Federal information systems be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. Training for new system users must occur before they are allowed access to systems. OMB Circular A-130, Appendix III, Security of Federal Automated Information Resources, requires that persons be trained in their responsibilities and in the Rules of Behavior for system. In accordance with FLETC policy, all IT system users must complete initial IT security training and must acknowledge the FLETC IT system rules of behavior, prior to gaining system access.

IT Security Awareness training must be provided by the Contractor for Contractor and subcontractor personnel requiring access to FLETC IT systems and resources. The Contractor must use training prescribed by the Chief Information Security Officer. Contractor and subcontractor personnel must receive the prescribed training before initial access will be granted, and annually thereafter until access is no longer required.

The Contractor must deliver to the CO an IT Security training report within the first 30 days of performance. The report must be provided in Microsoft Excel format. The report must contain the Company Name, Employee Name, Date, and Date of Training.

The Contractor must verify information submitted on the report is accurate.

In addition to IT Security Awareness training, the Contractor must provide Contractor and subcontractor personnel performing significant IT security responsibilities under this contract with specific role-based training prescribed in Appendix A of the FLETC IT Security Awareness, Training and Education Plan.

34.2. IT Access

The Contractor must sign the prescribed Rules of Behavior before access to FLETC IT systems will be granted. The Contractor consents to monitoring for compliance and other lawful purposes while using a FLETC-issued account.

34.3. Contractor IT Security Plan

The Contractor must provide, implement and maintain an IT Security Plan. The plan must be delivered to the CO in accordance with HSAR 3052.204-70, Security Requirements for Unclassified Information Technology Resources for Government approval within 5 days upon contract award. Upon Government approval the plan will be incorporated into the contract as a compliance document.

34.4. Interconnection Security Agreements

Interconnections between FLETC and non-FLETC IT systems must be established only through controlled interfaces and via approved service providers. The controlled interfaces must be accredited at the highest security level of information on the network. Connections with other Federal agencies must be documented based on interagency agreements, memoranda of understanding, service level agreements or interconnection security agreements.

34.5. Information Security Standards Applicable to this Contract

DHS Sensitive Systems Policy Directive 4300A, version 13.02, September 2022, or subsequent publication.

34.6. Section 508 Compliance

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement must comply with the applicable technical and functional performance criteria of Section 508 unless exempt.

Specifically, the following applicable standards have been identified:

36 CFR 1194.21 – Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 – Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds

custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then "1194.21 Software" standards also apply to fulfill functional performance criteria.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation must also comply with the software standards (1194.21) when the presentation is using a Web or Software application interface having user controls available.

36 CFR 1194.26 – Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 – Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable must use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required "1194.31 Functional Performance Criteria", they must comply with the technical standard associated with Web- based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offers telephone support, such as, but not limited to, a help desk must have the ability to transmit and receive messages using TTY.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions must be sent to the COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply:

36 CFR 1194.2(b) – (COTS/GOTS products), When procuring a product, each agency must procure products that comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards.

When applying this standard, all procurements of EIT must have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non- selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to significant difficulty or expense must only be permitted under an undue burden claim and requires approval from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

35. Phase-In/Orientation Period

The Contractor must become acquainted with all available information regarding difficulties which may be encountered and the conditions under which the work of this contract must be accomplished. The Contractor will NOT be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required because of his failure to investigate the conditions or to become acquainted with all information concerning the services to be performed.

The Contractor must begin phase-in only after post award conference and in accordance with the requirements contained in the submitted phase-in plan. The Contractor is expected to be at full performance at the completion of the phase-in period.

To ensure a smooth transition of work effort from the incumbent, the Contractor must begin an orientation to:

1. Become thoroughly familiar with work requirements and work procedures.
2. Finalize development of necessary work plans and procedures.
3. Complete personnel requirements (work force) including the hiring of personnel to ensure satisfactory performance beginning on the contract start date.
4. Obtain security clearances, if required.
5. Complete training requirements and accomplish necessary training of Contractor and subcontractor personnel.
6. Finalize the development of quality control plans and procedures.
7. The Contractor is prohibited from soliciting Government personnel for employment.

Immediately after award and prior to performance, the Contractor's representative and the COR must make an on-site, in-depth review of the total job requirements. The Contractor will be allowed access to the facilities to familiarize supervisors, key personnel, and staff with equipment, reporting, work scheduling and procedures (including operations, priorities, safety, security, etc.). To preclude interference with work production efforts of the current personnel, arrangements for access to Government facilities will be made with the COR.

36. Phase-Out/Contract Completion

The Contractor must provide a phase-out plan to the Contracting Officer for approval 30 days prior to contract completion. The plan must describe how the contractor will approach the orientation and training of follow-on contractor, and any other actions required to ensure continuity of services. The contractor must provide a certified list of all service employees on the contractor's and/or subcontractor's payroll together with anniversary dates of employment to the COR and CO. During the phase-out period, the incumbent must be fully responsible for contract performance. In the event the follow-on contract is awarded to other than the incumbent, the incumbent Contractor must cooperate to the extent required to permit an orderly change over to the succeeding Contractor. This includes reasonable recruitment access to incumbent employees. A recruitment notice may be placed in each facility.

If there is a change in Contractor, the incumbent Contractor must negotiate in good faith a plan with the follow-on contractor addressing the nature and extent of orientation and training to ensure minimal impact during transition and to comply with the clause above entitled 'PHASE-

IN/ORIENTATION PERIOD.' The plan must specify a training program and a date for transferring responsibility for each division of work described in the plan and must be subject to the Contracting Officer's approval.

Within five (5) business days after completion of this contract (or as otherwise directed by the CO) the Contractor must remove all Contractor owned vehicles, equipment, tools, supplies, materials, or other items from FLETC. The Government reserves the right to dispose of items remaining after the stated period in accordance with Federal property regulations.

No later than 10 calendar days after the final acceptance of the work by FLETC, the Contractor must return all personnel identification badges. Final contract payment will not be authorized until FLETC has received all identification badges and passes issued under this contract.

37. Active Shooter Training (Updated December 2015 OSPR)

General. All Contractor personnel (including subcontractors or any representative of the Contractor) entering the Federal Law Enforcement Training Centers (FLETC) must be provided Active Shooter Threat training. Training material will be provided by the Government after award.

Training. Active Shooter Threat training must be provided by the Contractor, at least annually, for Contractor and subcontractor personnel, and applicable representatives requiring access to FLETC. The training must consist of viewing the one (1) hour Government-provided video (Active Shooter Threat training). All current contractor and subcontractor personnel requiring access to FLETC must view the Government-provided material. All new contractor and subcontractor personnel requiring access to FLETC must be trained within the first thirty (30) days of reporting for duty.

Reporting. The Contractor must deliver to the COR an Active Shooter Threat Training List within the first 30 days of performance, and semi-annually on the first day of October and April. The Active Shooter Threat Training List must be provided in Microsoft Excel format, and include - Company Name, Contract Number, Employee Name, Date Employee Reports On Center, and Date of Training.

Certification. The Contractor must certify information submitted on the Active Shooter Threat Training List is accurate. The Contractor must designate an authorized representative for certification purposes.

38. Salvage

All Government-owned material and equipment which are removed or disconnected but are not specifically indicated or specified for reuse must remain the property of the Government if determined by the COR to be of value. Such items must be delivered by the Contractor to the location on FLETC designated by the COR, when and if circumstances arise which warrant doing so.

39. Contractor Ingress/Egress
    a. The Contractor is required to use the gate as instructed by COR for employees and material deliveries.

b. Contractor vehicles entering the Center will be required to show proof of insurance.

40. Subcontracting Requirements

The Contractor is responsible for all coordination and scheduling with the any subcontractor(s) regarding work under this contract. The Contractor is responsible for the work of the Subcontractor and if work of the Subcontractor is not acceptable to the Government under the terms of the contract, the Contractor must be responsible for making the work acceptable, including any additional costs or time involved.

41. Physical Security

The Contractor must be responsible for safeguarding all Government property provided for contractor use. At the end of each work period, all Government facilities, equipment and materials must be secured.

42. FLETC Closure

Should FLETC experience unforeseen closure (e.g., closed for inclement weather, unscheduled shutdown, hurricane evacuation, emergency closing, etc.) and services cannot be provided, the Contractor will not receive payment under this contract.

43. Work Scheduling

The Contractor must control and perform all work as not to cause interference with Government business and training or work being performed by other contractors. The Government may award other contracts for additional work at or near the site of work under this contract. The Contractor must fully cooperate with the other contractors and with Government employees, and must carefully adapt scheduling and performing work under this contract to accommodate the additional work by other contractors, heeding any directions that may be provided by the CO/COR. The Contractor must not commit, or permit, any act that will interfere with the performance of work by another contractor or by Government employees. The Contractor must promptly notify the CO/COR when it appears that Government activities or personnel or other contractor's projects are hindering the effective execution of performance under this contract.

44. Lost And Found Property

It is the responsibility of the Contractor to ensure that all lost and found items including cash and valuables such as rings, watches, cameras, etc., are reported and turned into the COR.

45. Records

The Contractor must be responsible for creating, maintaining, and disposing of only those Government required records that are specifically cited in this PWS or required by the provisions of a mandatory directive. If requested by the Government, the Contractor must provide the original record or a reproducible copy of any such record within five (5) working days of receipt of the request.

46. Smoking

The Contractor must be responsible to adhere to the Smoking/Use of Tobacco Program, FLETC Manual 70-09, Occupational Safety and Health Program, Chapter 31, FLETC Supplements to the DHS Occupational Safety and Health Manual. Smoking to include the use of smokeless tobacco products must only be permitted in designated smoking areas.

47. Photography

No photography of any nature is allowed while on FLETC without the written authorization of the CO. Submit photography requests to the COR at least two (2) working days prior to the anticipated photo session.

48. Safety And Environmental – See PWS Section 3 (Safety Program)

49. Supplies, Materials, And Equipment Provided by the Contractor

Unless otherwise specified herein, the Contractor must furnish all supplies, materials, and equipment necessary for the performance of work under this contract. All supplies and materials must be of a type and quality that conform to applicable Federal specifications and standards and, to the extent feasible and reasonable, include the exclusive use of approved environmentally preferable products made from bio based materials (e.g., hydraulic fluids, penetrating lubricants, and diesel fuel additives) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.. All supplies, materials, and equipment to be used in the performance of work described herein are subject to the approval of the COR.

The following is an example list of products that may be used in this contract for vehicle maintenance for which bio-based products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of bio-based products listed meeting the health and environmental specifications.

- Hydraulic fluids
- Penetrating lubricants
- Diesel fuel additives
- Multipurpose lubricants
- Degreasers Lube
- Chain lubricants
- Glass cleaners
- Chain bar lubricants
- All-purpose cleaners

Bio-based products that are designated for preferred procurement under USDA's Bio Preferred program must meet the required minimum bio-based content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their bio-based products such as bio-based content. In addition to the bio-based products designated by the U.S. Department of Agriculture in the Bio Preferred Program, the Contractor is encouraged to use other commercially available bio-based products.

The Contractor must comply with the FAR 52.223-1, Bio based Product Certification and FAR 52.223-2, Affirmative Procurement of Bio based Products Under Service and Construction Contracts.

50. Hazardous Material Storage – See PWS Part 6.4 (Safety Program)

All hazardous materials must be stored in closed, appropriate containers. Storage cabinets, if applicable, holding flammable liquids must be grounded and are not to exceed the storage capacity. Storage cabinets must be vented. Each individual stored container must not exceed a five-gallon capacity. No hazardous materials must be stored on the jobsite without COR approval of quantity on hand, types, and location.

Appropriate safety cans and dispensers shall be used to transport small quantities of hazardous materials and shall be clearly marked to identify contents, hazard type(s), and Contractor's contact info. The Contractor must not move any hazardous material without first coordinating the move with the COR who will contact the FLETC, Environmental Branch. Hazardous materials required for daily work tasks may remain on the worksite if properly secured.

The Contractor must make every attempt to reduce quantities of hazardous waste by source reduction, recycling, reclamation, reuse or a FLETC approved process change or material substitution.

(End of Section)

FAR Clauses:

52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020) Alt I (NOV 2021)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-13 System for Award Management—Maintenance (NOV 2025) (DEVIATION)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2025) (DEVIATION)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (NOV 2025) (DEVIATION)

52.217-5 Evaluation of Options (NOV 2025) (DEVIATION)

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. 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 30 calendar days of the current period ending.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2020)

a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar days of the current period ending; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2025) (DEVIATION)

52.219-8 Utilization of Small Business Concerns (NOV 2025) (DEVIATION)

52.219-14 Limitations on Subcontracting (NOV 2025) (DEVIATION)

52.222-3 Convict Labor (JUN 2003)

52.222-35 Equal Opportunity for Veterans (APR 2026) (DEVIATION)

52.222-36 Equal Opportunity for Workers with Disabilities (NOV 2025) (DEVIATION)

52.222-37 Employment Reports on Veterans (NOV 2025) (DEVIATION)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

52.222-41 Service Contract Labor Standards (AUG 2018)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

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.5341or 5332.

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

Employee Class	Monetary Wage-Fringe Benefits
11150 - Janitor	$14.68 + $5.09
99730 - Refuse Collector	$16.94 + $5.09
23470 - Laborer	$18.22 + $5.09

(End of clause)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)

52.222-50 Combating Trafficking in Persons (NOV 2021)

52.222-54 Employment Eligibility Verification (APR 2026) (DEVIATION)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (NOV 2025) (DEVIATION)

52.223-3 Hazardous Material Identification and Material Safety Data (NOV 2025) (DEVIATION)

52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)

52.223-23 Sustainable Products and Services (NOV 2025) (DEVIATION)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

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

52.232-18 Availability of Funds (APR 1984)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

52.232-33 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

52.233-1 Disputes (NOV 2025) (DEVIATION)

52.233-3 Protest after Award (NOV 2025) (DEVIATION)

52.233-4 Applicable Law for Breach of Contract Claim (NOV 2025) (DEVIATION)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.237-3 Continuity of Services (JAN 1991)

52.240-91 Security Prohibitions and Exclusions (NOV 2025) (DEVIATION)

52.240-93 Basic Safeguarding of Covered Contractor Information Systems (NOV 2025) (DEVIATION)

52.243-1 Changes-Fixed-Price (JUN 2025) Alt II (JUN 2025)

52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2025) (DEVIATION)

52.247-34 F.O.B. Destination (JAN 1991)

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Revolutionary FAR Overhaul | Acquisition.GOV

RFO Deviation FAR Part 52 | Homeland Security

(End of clause)

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 Computer Generated Forms (NOV 2025) (DEVIATION)

HSAR Clauses:

3052.209-70 Prohibition on contracts with corporate expatriates (JUN 2006)

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (JUL 2023) (HSAR DEVIATION 25-09)

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

(a) Provisions.

3052.247-72 F.o.B. Destination Only (DEC 2003)

(b) Clauses

3052.204-71 Contractor employee access (JULY 2023) Alt II (JULY 2023)

3052.205-70 Advertisement, Publicizing Awards, and Releases (SEP 2012)

3052.228-70 Insurance (DEC 2003)

3052.242-72 Contracting Officer’s Representative (DEC 2003)

(End of clause)

FAR Provisions:

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

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

52.204-7 System for Award Management—Registration (NOV 2025) (DEVIATION)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (NOV 2025) (DEVIATION)

52.219-28 Postaward Small Business Program Rerepresentation (NOV 2025) (DEVIATION)

52.223-1 Biobased Product Certification (NOV 2025) (DEVIATION)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (DEVIATION)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation (NOV 2025) (DEVIATION)

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

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

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

(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (NOV 2025) (DEVIATION)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (NOV 2025) (DEVIATION)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that–

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

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

(End of provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (NOV 2025) (DEVIATION)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (NOV 2025) (DEVIATION)

(a) Evaluation factors. Quotations will be evaluated using comparative analysis as outlined in FAR 12.203. Comparative evaluation involves systematically comparing quotations against each other to determine which offer provides the best value, considering price, technical merit, and other relevant factors. The following factors will be used to evaluate offers:

1. Technical

(i) Technical Approach

Contractors shall provide a detailed description of their proposed technical approach for providing portable toilet rental and maintenance services. The technical approach must address procedures for routine servicing, inspections, preventive maintenance, repairs, and emergency service requests. The Government will evaluate the clarity, completeness, and effectiveness of the proposed approach, as well as adherence to industry best practices.

(ii) Schedule and Responsiveness

Contractors shall provide a proposed schedule for regular maintenance, inspections, and repairs, including their ability to respond to urgent service requests. The Government will evaluate the consistency, feasibility, and flexibility of the proposed schedule, as well as the offeror's communication protocols for schedule changes and responsiveness to Government needs.

(iii) Recordkeeping and Documentation

Contractors shall describe their approach to maintaining legible records of unit servicing, inspections, and repair. The Government will evaluate the completeness, accuracy, and reliability of the offeror's recordkeeping and documentation procedures, including reporting of issues and corrective actions.

The technical factors will be rated using the evaluation rating scale shown below:

Factor 1 - Technical Capability Ratings	
Rating	**Definition**
Acceptable	Based on the proposed technical approach, the Government has a reasonable expectation that the Offeror will successfully perform the required services.
Unacceptable	Based on the proposed technical approach, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

2. Past Performance

Offerors must have been performing the required services for a minimum of 3 out of the last 5 years. In addition, the proposed PM shall have successfully managed an operation with similar requirements within the last 2 years (see PWS Section 2.7).

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside of the Government. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Offerors without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Offerors may identify past or current contracts (including Federal, State, and local government and private) for efforts similar to the Government requirement. Offerors shall provide information on problems encountered on the identified contracts, including corrective actions taken.

NOTE: If there are extenuating circumstances concerning any negative past performance, provide background information and references for validation.

The Government will employ several approaches, including, but not limited to:

(i) Information utilized may be obtained from the references listed in the proposal, as well as from other sources known to the Government. Data from previous source selections may be used if the data is recent and relevant. Evaluation of past performance will include consideration of overall customer satisfaction and conclusions of informed judgment.

(ii) Offeror may be given an opportunity to address adverse past performance information if the Offeror has not had a previous opportunity to respond to the information.

a. NOTE: In accordance with Federal Acquisition Regulation (FAR) 15.301-1(d)(4), the Government "must not reveal the names of individuals providing reference information about an offeror's past performance." Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

(iii) Past performance information will also be considered regarding any critical subcontractors and key personnel. Past performance of the prime contractor will receive greater consideration than subcontractors. If an Offeror, or the proposed key employees of the Offeror, does not have a past performance history deemed relevant to this solicitation, the Offeror will receive a neutral rating. However, the proposal of an Offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus may be an unsuccessful proposal when compared to the proposals of other offers. The Offeror must provide the information requested for past performance evaluation or affirmatively state that it possesses no relevant, directly related, or similar past performance.

The Offeror's past performance will be rated using the evaluation rating scale shown below:

Factor 2 - Past Performance Ratings	
Rating	**Definition**
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required services.
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.
Neutral	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. This is neither a negative nor positive assessment.

3. Price

Pricing will be evaluated to determine reasonableness by comparing quoted prices to other pricing received via competition, the Government estimate, the current market, and other sources deemed practical by the Government to ensure the quoted price is fair and reasonable and in the best interest of the Government.

(i) Definitions.

Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

Completeness. All base and optional CLINs must be priced for a quotation to be considered complete. Incomplete quotations will not be considered for award.

Realism. The Offeror's quoted price represents a clear understanding of the technical requirements. Quotation is realistic and does not indicate increased risk to the Government in unsuccessful performance.

(b) *Options*. The Government will evaluate offers for award purposes by **adding the total price for all options to the total price for the basic requirement**. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Unbalanced pricing exists, when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated. The evaluation of options does not obligate the Government to exercise the option(s).

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

(End of provision)

52.219-1 Small Business Program Representations (NOV 2025) (DEVIATION)

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

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 (b) of this provision.

(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) (1) The North American Industry Classification System (NAICS) code for this acquisition is **562991**.

(2) The small business size standard is **$9M**.

(c) *Representations*.(1) The offeror represents as part of its offer that—

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

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

(d) *Notice*. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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(End of provision)

52.214-34 Submission of Offers in the English Language (APR 1991)

52.214-35 Submission of Offers in U.S. Currency (APR 1991)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)