SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 70LGLY26RGLB00005

6. SOLICITATION ISSUE DATE: 05/13/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Sheryle Wood

b. TELEPHONE NUMBER *(No collect calls)*: 912-267-3590

8. OFFER DUE DATE/ LOCAL TIME: 06/04/2026 1230 ET

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): 621999

SIZE STANDARD: $20.5

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

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
☐ 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
	Successful offeror will be required to provide a statement of compliance with FAR 52.222-50, Combating Trafficking in Persons, requirements and confirm subcontractors have accomplished a statement of compliance upon award. Continued... *(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 ____ 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)*: Sheryle Wood

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Notice to Offeror(s): Due to Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.				
0001	0001 LOT I - SITE 1 GLYNCO GA - BASE PERFORMANCE PERIOD INCLUSIVE OF PHASE-IN PERIOD (JUNE 1, 2026 THROUGH MAY 31, 2027). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). The phase-in period is anticipated for June 1-30 2026, with full contract performance beginning July 1, 2026. Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
	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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001AA	0001AA - SITE 1 GLYNCO GA - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0001AB	0001AB - SITE 1 GLYNCO GA - FFP BASIC GLYNCO HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0001AC	0001AC - SITE 1 GLYNCO GA - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0001AD	0001AD - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0001AE	0001AE - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS Continued...	11	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027				
0001AF	0001AF - SITE 1 GLYNCO GA - FFP PHASE IN Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2026 to 06/30/2026	11	MO		
0002	0002 LOT I - SITE 2 ARTESIA NM - BASE PERFORMANCE PERIOD INCLUSIVE OF PHASE-IN PERIOD (JUNE 1, 2026 THROUGH MAY 31, 2027). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). The phase-in period is anticipated for June 1-30 2026, with full contract performance beginning July 1, 2026. Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0002AA	0002AA - SITE 2 ARTESIA NM - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002AB	0002AB - SITE 2 ARTESIA NM - FFP BASIC ARTESIA HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0002AC	0002AC - SITE 2 ARTESIA NM - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0002AD	0002AD - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0002AE	0002AE - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002AF	0002AF - SITE 2 ARTESIA NM - FFP PHASE IN Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2026 to 06/30/2026	1	MO		
0003	0003 LOT I - SITE 3 CHARLESTON SC - BASE PERFORMANCE PERIOD INCLUSIVE OF PHASE-IN PERIOD (JUNE 1, 2026 THROUGH MAY 31, 2027). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). The phase-in period is anticipated for June 1-30 2026, with full contract performance beginning July 1, 2026. Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0003AA	0003AA - SITE 3 CHARLESTON SC - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0003AB	0003AB - SITE 3 CHARLESTON SC - FFP BASIC CHARLESTON HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003AC	0003AC - SITE 3 CHARLESTON SC - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0003AD	0003AD - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0003AE	0003AE - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0003AF	0003AF - SITE 3 CHARLESTON SC - FFP PHASE IN Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2026 to 06/30/2026	1	MO		
0004	0004 LOT I - SITE 4 CHELTENHAM MD - BASE PERFORMANCE PERIOD INCLUSIVE OF PHASE-IN PERIOD (JUNE 1, 2026 THROUGH MAY 31, 2027). Firm Fixed Continued...	11	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). The phase-in period is anticipated for June 1-30 2026, with full contract performance beginning July 1, 2026. Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027				
0004AA	0004AA - SITE 4 CHELTENHAM MD - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0004AB	0004AB - SITE 4 CHELTENHAM MD - FFP BASIC CHELTENHAM HEALTH SERVICES References: PWS 5.6(5), 5.8 through 5.9, 5.13, and 5.14; PRS #1, #2 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		
0004AC	0004AC - SITE 4 CHELTENHAM MD - FFP LAB WORK/X-RAYS (for Medical Surveillance Program (MSP)) References: PWS 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, and 5.7.6.3; PRS #9 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 07/01/2026 to 05/31/2027	11	MO		

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004AD	0004AD - SITE 4 CHELTENHAM MD - PHASE IN Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2026 to 06/30/2026	1	MO		
1001	1001 LOT II - SITE 1 GLYNCO GA - OPTION YEAR ONE PERFORMANCE PERIOD (JUNE 1, 2027 THROUGH MAY 31, 2028). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1001AA	1001AA - SITE 1 GLYNCO GA - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1001AB	1001AB - SITE 1 GLYNCO GA - FFP BASIC GLYNCO HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE	12	MO		

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2027 to 05/31/2028				
1001AC	1001AC - SITE 1 GLYNCO GA - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1001AD	1001AD - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1001AE	1001AE - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1002	1002 LOT II - SITE 2 ARTESIA NM - OPTION YEAR ONE PERFORMANCE PERIOD (JUNE 1, 2027 THROUGH Continued...	12	MO		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	MAY 31, 2028). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028				
1002AA	1002AA - SITE 2 ARTESIA NM - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1002AB	1002AB - SITE 2 ARTESIA NM - FFP BASIC ARTESIA HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1002AC	1002AC - SITE 2 ARTESIA NM - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028				
1002AD	1002AD - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1002AE	1002AE - SITE 2 ARTESIA NM - OPTION ITEM FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1003	1003 LOT II - SITE 3 CHARLESTON SC - OPTION YEAR ONE PERFORMANCE PERIOD (JUNE 1, 2027 THROUGH MAY 31, 2028). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028				
1003AA	1003AA - SITE 3 CHARLESTON SC - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1003AB	1003AB - SITE 3 CHARLESTON SC - FFP BASIC CHARLESTON HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1003AC	1003AC - SITE 3 CHARLESTON SC - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1003AD	1003AD - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028				
1003AE	1003AE - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1004	1004 LOT II - SITE 4 CHELTENHAM MD - OPTION YEAR ONE PERFORMANCE PERIOD (JUNE 1, 2027 THROUGH MAY 31, 2028). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1004AA	1004AA - SITE 4 CHELTENHAM MD - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3 (Option Line Item) Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028				
1004AB	1004AB - SITE 4 CHELTENHAM MD - FFP BASIC CHELTENHAM HEALTH SERVICES References: PWS 5.6(5), 5.8 through 5.9, 5.13, and 5.14; PRS #1, #2 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
1004AC	1004AC - SITE 4 CHELTENHAM MD - FFP LAB WORK/X-RAYS (for Medical Surveillance Program (MSP)) References: PWS 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, and 5.7.6.3; PRS #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2027 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2027 to 05/31/2028	12	MO		
2001	2001 LOT III - SITE 1 GLYNCO GA - OPTION YEAR TWO PERFORMANCE PERIOD (JUNE 1, 2028 THROUGH MAY 31, 2029). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2028 to 05/31/2029				
2001AA	2001AA - SITE 1 GLYNCO GA - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2001AB	2001AB - SITE 1 GLYNCO GA - FFP BASIC GLYNCO HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2001AC	2001AC - SITE 1 GLYNCO GA - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2001AD	2001AD - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029				
2001AE	2001AE - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2002	2002 LOT III - SITE 2 ARTESIA NM - OPTION YEAR TWO PERFORMANCE PERIOD (JUNE 1, 2028 THROUGH MAY 31, 2029). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2002AA	2002AA - SITE 2 ARTESIA NM - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Continued...	12	MO		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029				
2002AB	2002AB - SITE 2 ARTESIA NM - FFP BASIC ARTESIA HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2002AC	2002AC - SITE 2 ARTESIA NM - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2002AD	2002AD - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/31/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002AE	2002AE - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2003	2003 LOT III - SITE 3 CHARLESTON SC - OPTION YEAR TWO PERFORMANCE PERIOD (JUNE 1, 2028 THROUGH MAY 31, 2029). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2003AA	2003AA - SITE 3 CHARLESTON SC - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2003AB	2003AB - SITE 3 CHARLESTON SC - FFP BASIC CHARLESTON HEALTH SERVICES Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029				
2003AC	2003AC - SITE 3 CHARLESTON SC - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/02/2028 to 05/31/2029	12	MO		
2003AD	2003AD - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2003AE	2001AE - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029				
2004	2004 LOT III - SITE 4 CHELTENHAM MD - OPTION YEAR TWO PERFORMANCE PERIOD (JUNE 1, 2028 THROUGH MAY 31, 2029). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2004AA	2004AA - SITE 4 CHELTENHAM MD - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3 (Option Line Item) Anticipated Option Exercise Date 05/31/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
2004AB	2004AB - SITE 4 CHELTENHAM MD - FFP BASIC CHELTENHAM HEALTH SERVICES References: PWS 5.6(5), 5.8 through 5.9, 5.13, and 5.14; PRS #1, #2 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2004AC	2004AC - SITE 4 CHELTENHAM MD - FFP LAB WORK/X-RAYS (for Medical Surveillance Program (MSP)) References: PWS 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, and 5.7.6.3; PRS #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2028 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2028 to 05/31/2029	12	MO		
3001	3001 LOT IV - SITE 1 GLYNCO GA - OPTION YEAR THREE PERFORMANCE PERIOD (JUNE 1, 2029 THROUGH MAY 31, 2030). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3001AA	3001AA - SITE 1 GLYNCO GA - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3001AB	3001AB - SITE 1 GLYNCO GA - FFP BASIC GLYNCO HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030				
3001AC	3001AC - SITE 1 GLYNCO GA - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3001AD	3001AD - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3001AE	3001AE - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2029 to 05/31/2030				
3002	3002 LOT IV - SITE 2 ARTESIA NM - OPTION YEAR THREE PERFORMANCE PERIOD (JUNE 1, 2029 THROUGH MAY 31, 2030). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE	12	MO		
	Period of Performance: 06/01/2029 to 05/31/2030				
3002AA	3002AA - SITE 2 ARTESIA NM - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE	12	MO		
	Period of Performance: 06/01/2029 to 05/31/2030				
3002AB	3002AB - SITE 2 ARTESIA NM - FFP BASIC ARTESIA HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE	12	MO		
	Period of Performance: 06/01/2029 to 05/31/2030				
3002AC	3002AC - SITE 2 ARTESIA NM - FFP MEDICINES	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030				
3002AD	3002AD - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3002AE	3002AE - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3003	3003 LOT IV - SITE 3 CHARLESTON SC - OPTION YEAR THREE PERFORMANCE PERIOD (JUNE 1, 2029 THROUGH MAY 31, 2030). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030				
3003AA	3003AA - SITE 3 CHARLESTON SC - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3003AB	3003AB - SITE 3 CHARLESTON SC - FFP BASIC CHARLESTON HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3003AC	3003AC - SITE 3 CHARLESTON SC - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030				
3003AD	3003AD - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3003AE	3003AE - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3004	3004 LOT IV - SITE 4 CHELTENHAM MD - OPTION YEAR THREE PERFORMANCE PERIOD (JUNE 1, 2029 THROUGH MAY 31, 2030). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2029 to 05/31/2030				
3004AA	3004AA - SITE 4 CHELTENHAM MD - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3004AB	3004AB - SITE 4 CHELTENHAM MD - FFP BASIC CHELTENHAM HEALTH SERVICES References: PWS 5.6(5), 5.8 through 5.9, 5.13, and 5.14; PRS #1, #2 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
3004AC	3004AC - SITE 4 CHELTENHAM MD - FFP LAB WORK/X-RAYS (for Medical Surveillance Program (MSP)) References: PWS 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, and 5.7.6.3; PRS #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2029 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2029 to 05/31/2030	12	MO		
4001	4001 LOT V - SITE 1 GLYNCO GA - OPTION YEAR FOUR PERFORMANCE PERIOD (JUNE 1, 2030 THROUGH MAY 31, 2031). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, Continued...	12	MO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031				
4001AA	4001AA - SITE 1 GLYNCO GA - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4001AB	4001AB - SITE 1 GLYNCO GA - FFP BASIC GLYNCO HEALTH SERVICES (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4001AC	4001AC - SITE 1 GLYNCO GA - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	05/31/2031				
4001AD	4001AD - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4001AE	4001AE - SITE 1 GLYNCO GA - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4002	4002 LOT V - SITE 2 ARTESIA NM - OPTION YEAR FOUR PERFORMANCE PERIOD (JUNE 1, 2030 THROUGH MAY 31, 2031). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4002AA	4002AA - SITE 2 ARTESIA NM - FFP PROJECT Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031				
4002AB	4002AB - SITE 2 ARTESIA NM - FFP BASIC ARTESIA HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4002AC	4002AC - SITE 2 ARTESIA NM - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4002AD	4002AD - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031				
4002AE	4002AE - SITE 2 ARTESIA NM - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4003	4003 LOT V - SITE 3 CHARLESTON NM - OPTION YEAR FOUR PERFORMANCE PERIOD (JUNE 1, 2030 THROUGH MAY 31, 2031). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4003AA	4003AA - SITE 3 CHARLESTON SC - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3, #7, #8 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	05/31/2031				
4003AB	4003AB - SITE 3 CHARLESTON SC - FFP BASIC CHARLESTON HEALTH SERVICES References: PWS 5.1 through 5.7, 5.8.4, and 5.9 through 5.14; PRS #1, #5, #6 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4003AC	4003AC - SITE 3 CHARLESTON SC - FFP MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES References: PWS 3.2, 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, 5.7.6.3, and 5.10; PRS #4, #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4003AD	4003AD - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE REQUIREMENTS OUTSIDE OF BASIC HOURS TO INCLUDE NIGHT & WEEKENDS AS NEEDED. References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4003AE	4003AE - SITE 3 CHARLESTON SC - OPTION ITEM FFP SURGE MEDICINES (FORMULARY), LAB WORK, X-RAYS (for Medical Surveillance Program (MSP)), EQUIPMENT CALIBRATIONS, and MISCELLANEOUS SUPPLIES Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	References: PWS 5.4.6 as needed (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031				
4004	4004 LOT V - SITE 4 CHELTENHAM MD - OPTION YEAR FOUR PERFORMANCE PERIOD (JUNE 1, 2030 THROUGH MAY 31, 2031). Firm Fixed Price Scheduled Work to Include all Requirements of the Performance Work Statement. Prices shall include all labor, management, supervision, quality, scheduling, safety, reporting requirements, (including all associated direct and indirect costs). (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4004AA	4004AA - SITE 4 CHELTENHAM MD - FFP PROJECT MANAGEMENT References: PWS Parts 1 through 8, PRS #3 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Period of Performance: 06/01/2030 to 05/31/2031	12	MO		
4004AB	4004AB - SITE 4 CHELTENHAM MD - FFP BASIC CHELTENHAM HEALTH SERVICES References: PWS 5.6(5), 5.8 through 5.9, 5.13, and 5.14; PRS #1, #2 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Continued...	12	MO		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2030 to 05/31/2031				
4004AC	4004AC - SITE 4 CHELTENHAM MD - FFP LAB WORK/X-RAYS (for Medical Surveillance Program (MSP)) References: PWS 5.4.9, 5.4.9.1, 5.7.1(4), 5.7.6.1, and 5.7.6.3; PRS #9 (Option Line Item) Anticipated Option Exercise Date 05/01/2030 Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE	12	MO		
	Period of Performance: 06/01/2030 to 05/31/2031				
	Successful Offeror: Submission of your invoice certifies that all employees and subcontractors have been notified of the United State Government's zero tolerance policy regarding trafficking in persons, and the actions that will be taken for violations of this policy.				

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SECTION A SOLICITATION GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This is a solicitation for Enterprise Health Unit Services for Department of Homeland Security (DHS) Federal Law Enforcement Training Centers (FLETC) for four Training Delivery Points (TDPs), namely: Glynco, Georgia – Artesia, New Mexico – Charleston, South Carolina – Cheltenham, Maryland as supplemented with additional information included in this notice.

The solicitation number for this requirement is 70LGLY26RGLB00005 and is issued as a Request for Proposal (RFP) for Enterprise Health Unit Services (EHUS) for Department of Homeland Security (DHS) Federal Law Enforcement Training Centers (FLETC) locations: Glynco, Georgia; Artesia, New Mexico; Charleston, South Carolina; and Cheltenham, Maryland.

The subject solicitation has incorporated provisions and clauses that are in effect through Federal Acquisition Circular 2026-01 dated 03/13/2026.

This commercial item acquisition is being solicited as a competitive Woman-Owned Small Business Set-Aside. It is anticipated that a single award, fixed price, Requirements type contract will be established as a result of the solicitation with Task Orders awarded for each site.

The North American Industry Classification System Code (NAICS) is 621999 All other Miscellaneous Ambulatory Health Care Services and the Small Business Standard is $20.5 million. Product/Service Code is R499 Support – Professional: Other.

The Offeror shall clearly present information adequate to evaluate fully each of the evaluation criteria listed in this solicitation. Therefore, Offerors are advised to read carefully the entire Request for Proposal (RFP) and submission requirements.

Notice to Offeror(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs."

Notice to Offeror(s): Site Visits will **not** be conducted. The health unit buildings for all locations are defined in the Performance Work Statement (PWS) Part 3 of the solicitation.

Questions: Questions regarding the Request for Proposal (RFP) shall be submitted in writing not later than **12:30 PM Eastern Time (ET), May 15, 2026,** to the Contracting Officer Sheryle Wood at sheryle.wood@fletc.dhs.gov. No questions will be accepted after this deadline. Telephonic inquiries shall not be entertained.

Proposal due date:
Closing Time: 12:30 P.M. Eastern Time (ET)
Closing Date: June 4, 2026

Email proposal to the Contracting Officer at sheryle.wood@fletc.dhs.gov.

Provision 52.212-1, Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023) applies to this acquisition and included in Section E of this instrument.

Provision 52.212-2, Evaluation – Commercial Products and Commercial Services (NOV 2021) applies to this acquisition and included in Section E of this instrument.

Clause 52.212-4, Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2023) applies to this acquisition and included in Section C of this instrument.

The Service Contract Act is applicable to this acquisition. The following Department of Labor Wage Determinations apply to this acquisition and included as Exhibits of this instrument.

(1) Technical Exhibit 5: DOL WD 2015-4281 Revision 36 dated 4/29/2026 covering District of Columbia, Maryland, Virginia.
(2) Technical Exhibit 6: DOL WD 2015-4427 Revision 33 dated 4/29/2026 covering South Caroline Counties of Berkley, Charleston, Dorchester.
(3) Technical Exhibit 7: DOL WD 2015-4477 Revision 34 dated 4/29/2026 covering Georgia Counties of Brantley, Glynn.
(4) Technical Exhibit 8: DOL WD 2015-5455 Revision 30 dated 4/29/2026 covering New Mexico Counties of Chaves, Eddy, Lincoln, Otero.

Phase-In Period. A phase-in period of approximately one month is planned and will commence after the award of contract. There is a specific pricing line in the Schedule of Prices Base Period for the phase-in period and should be identified in detail within the pricing submission. If there is no cost associated with phase-in, it should also be identified.

Incumbent Contractor: Kadiak LLC, 3800 Centerpoint Dr Ste 502, Anchorage AK 99503-5825; Contract Number: 70LGLY21CGLB00003.

SECTION C - CONTRACT CLAUSES

52.203-3 Gratuities. (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021)

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

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

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 (DEVIATION NOV 2025)

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

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION NOV 2025)

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

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

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. - (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable; and
(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the

Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.
(End of clause)

ADDENDUM to CLAUSE 52.212-4

Add the following elements to the invoice instruction hereby incorporated to (g) Invoice to comply with Clause 52.222-50.

(g) "Electronic invoices are authorized.

"xii. Submission of your invoice certifies that all employees and subcontractors have been notified of the United States Government's zero tolerance policy regarding trafficking in

persons and the actions that will be taken for violations of this policy."

52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 2026 through June 30, 2031 if all option periods are exercised.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either—
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.
(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $45 Million
(2) Any order for a combination of items in excess of $45 Million; or
(3) A series of orders from the same ordering office within [30] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned

to the ordering office within [3] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-21 Requirements (DEVIATION NOV 2025)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after April 30, 2031 if all options are exercised.
(End of clause)

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than

once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the contract expires. (End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months. (End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION NOV 2025)

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

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

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

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

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

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

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

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

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

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-

5 and 16.505(b)(2)(i)(F); or

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

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

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

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

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

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

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

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

(i) The following services may be excluded from the 50 percent limitation:

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

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

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

the 50 percent limitation shall apply only to the supply portion of the contract.

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

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

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

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

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

52.219-30 Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (DEVIATION NOV 2025)

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

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program.

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.4 and 16.5.

(c) *General.*

(1) Offers are solicited only from certified WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not certified WOSB concerns eligible under the WOSB Program shall not be considered

(2) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint venture.* A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(1) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.
(End of clause)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

52.222-3 Convict Labor (JUN 2003)

52.222-35 Equal Opportunity for Veterans (DEVIATION NOV 2025)

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

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

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

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.5341 or 5332.

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

Employee Classification	Monetary Wage-Fringe Benefits
01020 - Administrative Assistant	$29.81 + $5.09 varies with each site
12100 - Medical Assistant	$17.79 + $5.09 varies with each site
12312 - Registered Nurse II	$33.66 + $5.09 varies with each site
12314 - Registered Nurse III (Clinic Nurse Mgr III)	$40.72 + $5.09 varies with each site
12316 - Registered Nurse IV (Nurse Practitioner IV)	$48.82 + $5.09 varies with each site
12072 - Licensed Practical Nurse II	$23.31 + $5.09 varies with each site

(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 (OCT 2025)

52.222-54 Employment Eligibility Verification (DEVIATION NOV 2025)

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

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

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

52.223-23 Sustainable Products (DEVIATION NOV 2025)

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

52.224-3 Privacy Training – DEVIATION (JULY 2023)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training, thereafter, is completed by contractor employees who-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.3 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at *http://www.dhs.gov/dhs-security-and-training-requirements-contractors*. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.
(End of clause)

52.225-1 Buy American Act-Supplies (DEVIATION NOV 2025)

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

52.227-1 Authorization and Consent (JUN 2020)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)

52.227-14 Rights in Data—General (MAY 2014)

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

52.229-3 Federal, State, and Local Taxes (FEB 2013)

52.232-1 Payments (APR 1984)

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-9 Limitation on Withholding of Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-17 Interest (MAY 2014)

52.232-18 Availability of Funds (APR 1984)

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

52.232-23 Assignment of Claims (MAY 2014)

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 (DEVIATION NOV 2025)

52.233-3 Protest after Award (DEVIATION NOV 2025)

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

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

52.237-3 Continuity of Services (JAN 1991)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (DEVIATION 20-05) (NOV 2025)

(a) *Definitions.* As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

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

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument
resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons Listathttps://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i)This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii)The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii)The offeror shall email questions concerning sensitive technology to the Department of State atCISADA106@state.gov.

(g)*Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c)or (d), then the Offeror shall disclose to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i)Contract number and order number, if applicable;
(ii)Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii)A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv)The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v)Description of the functionality of the productor service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii)Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand.
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.
(End of provision)

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

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software,

and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.
Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.
(1) *Certain telecommunications and video surveillance equipment, systems, or services*.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation,
Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide

acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at

https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.
(End of clause)

52.242-13 Bankruptcy (JUL 1995)

52.242-15 Stop-Work Order (AUG 1989)

52.245-1 Government Property (SEP 2021)

52.245-9 Use and Charges (APR 2012)

52.246-25 Limitation of Liability—Services (FEB 1997)

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 address: http://acquisition.gov. (End of clause)

52.253-1 Computer Generated Forms (JAN 1991)

3052.203-70 Instructions for Contractor Disclosure of Violations (SEP 2012)

When making a written disclosure under the clause at FAR 52.203-13, paragraph (b)(3), the Contractor may submit the disclosure to the Department of Homeland Security Office of Inspector General using the methods described at *https://www.oig.dhs.gov/hotline* or *https://www.oig.dhs.gov/reports/publications/annual/contractor-disclosure*, and submit the disclosure electronically to the Department of Homeland Security Office of Inspector General. The Contractor shall provide a copy of the disclosure to the Contracting Officer by email or facsimile on the same business day as the submission to the Office of Inspector General. The Contractor shall provide the Contracting Officer a concurrent copy of any supporting materials submitted to the Office of Inspector General.
(End of clause)

3052.204-71 Contractor Employee Access (JULY 2023)

(a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008),

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee,

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," 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 designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program",

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015,

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department,

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization,

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or

circumvent a process or system.

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department.

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting.

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation.

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status,
(D) Ethnic or religious affiliation,
(E) Sexual orientation,
(F) Criminal history,

(G) Medical information, and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees 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 shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information 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.

(d) The Contracting Officer 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.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.
(End of clause)

Alternate I (JULY 2023)

When the contract will require Contractor employees to have access to information resources, add the following paragraphs:

(g) Before receiving access to information resources under this contract, the individual must complete a security briefing; additional training for specific categories of CUI, if identified in the contract; and any nondisclosure agreement furnished by DHS. The Contracting Officer's Representative (COR) will arrange the security briefing and any additional training required for specific categories of CUI.

(h) The Contractor shall have access only to those areas of DHS information resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information resources not expressly authorized by the terms and conditions in this contract, or as approved in writing by the COR, are strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for DHS. It is not a right, a guarantee of access, a condition of the contract, or government-furnished equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management, or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.
(End of clause)

3052.204-72 Safeguarding of Controlled Unclassified Information (JULY 2023)

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

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality,

integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008).

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee.

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," 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 designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015.

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department.

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization.

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system.

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department.

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting.

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation.

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers),

financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits),
(B) Date of birth (month, day, and year),
(C) Citizenship or immigration status,
(D) Ethnic or religious affiliation,
(E) Sexual orientation,
(F) Criminal history,
(G) Medical information, and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.
Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide—

(1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;

(2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

(3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.*

(1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

(3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements.*

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*. If the Component SOC is not available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at https://www.dhs.gov/dhs-security-and-training-requirements-contractors. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the

Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a *FIPS 140-2/140-3 Security Requirements for Cryptographic Modules* validated cryptographic module identified on https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(i) Unique Entity Identifier (UEI),
(ii) Contract numbers affected unless all contracts by the company are affected,
(iii) Facility CAGE code if the location of the event is different than the prime Contractor location,
(iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email),
(v) Contracting Officer POC (address, telephone, and email);
(vi) Contract clearance level,
(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network,
(viii) Government programs, platforms, or systems involved,
(ix) Location(s) of incident,
(x) Date and time the incident was discovered,
(xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level,
(xii) Description of the government PII or SPII contained within the system, and
(xiii) Any additional information relevant to the incident.

(d) *Incident Response Requirements.*

(1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

(i) Inspections,
(ii) Investigations,
(iii) Forensic reviews,
(iv) Data analyses and processing, and
(v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.
(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, *Guidelines for Media Sanitization*. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, *Guidelines for Media Sanitization*, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

ALTERNATE I (JULY 2023)

When Federal information systems, which include Contractor information systems operated on behalf of the agency, are used to collect, process, store, or transmit CUI, add the following paragraphs:

(h) *Authority to Operate*. The Contractor shall not collect, process, store, or transmit CUI within a Federal information system until an ATO has been granted by the Component or Headquarters CIO, or designee. Once the ATO has been granted by the Government, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. Unless otherwise specified in the ATO letter, the ATO is valid for 3 years. An ATO is granted at the sole discretion of the Government and can be revoked at any time. Contractor receipt of an ATO does not create any contractual right of access or entitlement. The Government's grant of an ATO does not alleviate the Contractor's responsibility to ensure the information system controls are implemented and operating effectively.

(1) *Complete the Security Authorization process.* The Security Authorization (SA) process shall proceed according to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems* (Version 13.3, February 13, 2023), or any successor publication; and the *Security Authorization Process Guide*, including templates. These policies and templates are accessible at https://www.dhs.gov/dhs-security-and-training-requirements-contractors.

(i) *Security Authorization Package*. The SA package shall be developed using the government-provided Security Requirements Traceability Matrix and SA templates. The SA package consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). The Contractor shall submit a signed copy of the SA package, validated by an independent third party, to the COR for review and approval by the Component or Headquarters CIO, or designee, at least 30 days prior to the date of operation of the information system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of modified documents.

(ii) *Independent Assessment*. Contractors shall have an independent third party validate the security and privacy controls in place for the information system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800–53, *Security and Privacy Controls for Information Systems and Organizations*, or successor publication, accessible at https://csrc.nist.gov/publications/sp. The Contractor shall address all deficiencies before submitting the SA package to the COR for review.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the Contractor shall renew the ATO every 3 years. The Contractor is required to update its SA package as part of the ATO renewal

process for review and verification of security controls. Review and verification of security controls is independent of the system production date and may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. The updated SA package shall be submitted for review and approval by the Component or Headquarters CIO, or designee, at least 90 days before the ATO expiration date. The Contractor shall update its SA package by one of the following methods:

(i) Updating the SA package in the DHS Information Assurance Compliance System; or

(ii) Submitting the updated SA package directly to the COR.

(3) *Security Review.* The Government may elect to conduct periodic reviews to ensure that the security requirements contained in the contract are being implemented and enforced. The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in security review activities. The Contractor shall afford DHS, the Office of the Inspector General, other government organizations, and Contractors working in support of the Government access to the Contractor's facilities, installations, operations, documentation, databases, networks, systems, and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Component or Headquarters CIO, or designee, to coordinate and participate in review and inspection activity by government organizations external to DHS. Access shall be provided, to the extent necessary as determined by the Government (including providing all requested images), for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Federal Reporting and Continuous Monitoring Requirements.* Contractors operating information systems on behalf of the Government shall comply with Federal reporting and information system continuous monitoring requirements. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2015 DHS Information Security Performance Plan, or successor publication, accessible at https://www.dhs.gov/dhs-security-and-training-requirements-contractors. The plan is updated on an annual basis. Annual, quarterly, and monthly data collection will be coordinated by the Government. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for information systems. The Contractor shall provide the COR with requested information within 3 business days of receipt of the request. Unless otherwise specified in the contract, monthly continuous monitoring data shall be stored at the Contractor's location for a period not less than 1 year from the date the data are created. The Government may elect to perform information system continuous monitoring and IT security scanning of information systems from government tools and infrastructure.
(End of clause)

3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents (JULY 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits),
(ii) Date of birth (month, day, and year),
(iii) Citizenship or immigration status,
(iv) Ethnic or religious affiliation,
(v) Sexual orientation,
(vi) Criminal history,
(vii) Medical information, and
(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *PII and SPII Notification Requirements.*

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting

Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.

(3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

(i) A brief description of the incident,
(ii) A description of the types of PII or SPII involved,
(iii) A statement as to whether the PII or SPII was encrypted or protected by other means,
(iv) Steps individuals may take to protect themselves,
(v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents, and
(vi) Information identifying who individuals may contact for additional information.

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).

(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

(i) Triple credit bureau monitoring,
(ii) Daily customer service,
(iii) Alerts provided to the individual for changes and fraud, and
(iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

(i) A dedicated telephone number to contact customer service within a fixed period,
(ii) Information necessary for registrants/enrollees to access credit reports and credit scores,
(iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metric,
(iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate,

(v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer, and
(vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
(End of clause)

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

The Contractor shall not refer to this contract in commercial advertising or similar promotions 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.

3052.215-70 Key Personnel or Facilities (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

- **Project Manager (PM) – FLETC Glynco Georgia**
- **Alternate Project Manager (APM) – FLETC Glynco Georgia**
- **Quality Control Manager (QCM) – FLETC Glynco Georgia**
- **Clinic Manager – FLETC Artesia New Mexico**
- **Clinic Manager – FLETC Charleston**

3052.222-70 Strikes or picketing affecting timely completion of the contract work (DEC 2003)

3052.222-71 Strikes or picketing affecting access to a DHS facility (DEC 2003)

3052.228-70 Insurance (DEC 2003)
In accordance with the clause entitled "Insurance—Work on a Government Installation" [*or Insurance—Liability to Third Persons*] in Section C, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

SECTION D - DOCUMENTS, EXHIBITS OR ATTACHMENTS

Attachment Title	Number of Pages	Document Version
Performance Work Statement	117	BASE
Technical Exhibit/Attachment Listing	1	BASE
Technical Exhibits	128	BASE
Attachments	50	BASE

Note: Total page count of this document does not include total pages of Technical Exhibits and Attachments listed herein.

ENTERPRISE HEALTH UNIT SERVICES (EHUS) PERFORMANCE WORK STATEMENT (PWS)

PART 1. GENERAL:

1.1 INTRODUCTION. This is a performance work statement (PWS) for the Department of Homeland Security (DHS), Federal Law Enforcement Training Centers (FLETC) to contract for health unit services on an enterprise level, located in Glynco, Georgia; Artesia, New Mexico; Charleston, South Carolina; and Cheltenham, Maryland.

1.2 MISSION: The FLETC mission statement is "We Train Those Who Protect our Homeland". The FLETC is responsible for providing law enforcement officer training to over 124 Partner Organizations and is responsible for providing certain core instructional law enforcement programs as well as a variety of support services.

1.3 Places of Performance:

1.3.1 FLETC Glynco, Georgia: FLETC/Glynco campus is located approximately six (6) miles north of the City of Brunswick, Georgia in Glynn County in southeastern Georgia. The city is located off U.S. Interstate 95 and U.S. Highway 17 and is equal distance between Savannah, Georgia and Jacksonville, Florida. The FLETC is situated on approximately 2,000 acres with modern conventional facilities such as health unit facility, classrooms, dormitories, administrative and logistical support structures.

1.3.2 FLETC Artesia, New Mexico: FLETC/Artesia is located within the City Limits of Artesia, New Mexico. The city is located in Southeastern New Mexico, 35 miles south of Roswell, New Mexico on U.S. 285 and 35 miles north of Carlsbad, New Mexico. The FLETC/Artesia encompasses approximately 1,340 acres of Government real property, including a health unit facility, firing ranges, classrooms, dormitories, administrative and logistical buildings.

1.3.3 FLETC Charleston, South Carolina: FLETC/Charleston is located on the former Charleston Naval Base in South Carolina. FLETC/Charleston encompasses approximately 188 acres of Government real property, including a health unit facility, firing ranges, classrooms, dormitories, administrative and logistical buildings.

1.3.4 FLETC Cheltenham, Maryland: FLETC/Cheltenham is located approximately sixteen (16) miles southeast of the Center of Washington, D.C. It is located south of Clinton, Maryland and is the former site of the United States Naval Communication Detachment, Cheltenham, Maryland. FLETC/Cheltenham encompasses approximately 247 acres of government real property, including 40+ buildings and an additional 184 acres of unimproved property planned for future use. There is no health unit facility at this site.

1.4 PERIOD OF PERFORMANCE

The period of performance shall be for one (1) 12 - month base period (inclusive of 30-day phase in) and four (4) 12- month option periods.

PERFORMANCE PERIOD	PERFORMANCE DATES
BASE PERIOD-Phase In	June 1-30, 2026 or award date to June 30, 2026
BASE PERIOD	July 1, 2026 – May 31, 2027
OPTION 1	June 1, 2027 – May 31, 2028
OPTION 2	June 1, 2028 – May 31, 2029
OPTION 3	June 1, 2029 – May 31, 2030
OPTION 4	June 1, 2030 – May 31, 2031

1.5 SCOPE

a. The Contractor shall provide all personnel, equipment, supplies to include office supplies, materials, medications (formulary) and quantity of medications required in the Technical Exhibit 18 Formulary All Sites, equipment, lab work, Xray requirements, calibration requirements, and supervision necessary to perform and to operate the Health Unit facilities at Glynco, Georgia; Artesia, New Mexico; and Charleston, South Carolina as defined in this Performance Work Statement, Attachments and Technical Exhibits. Each training day the three Health Unit facilities shall be equipped and staffed to provide required student health screenings, student/staff occupational injuries, student urgent care needs, examinations and testing for the Medical Surveillance Program (MSP), and emergency care needs for FLETC and PO staff members, contractors, and guests/visitors. Emergency care for FLETC and PO students, staff members, contractors, and guests/visitors to one of the three FLETC sites.

b. The contractor shall complete the required MSP services for each patient within a maximum of two visits. For Health Screenings for incoming students, the Contractor shall provide RN or higher professional degree to conduct each scheduled Health Screening as scheduled. The contractor shall upload the medical records from the subcontracted health care clinics. If the Contractor refers the FLETC staff, FLETC detailees, and FLETC students to a subcontractor outside health or mental clinic, then the Contractor shall upload the medical records from the subcontractor within 5 business days or provide documentation (date, time and subcontractor contact person) of the attempts to obtain this information. If the receipt of the documentation is delayed, the Contractor shall update the Cheltenham COR and OMO on a regular basis until the information is received.

1.5.A Cheltenham does not have a designated Health Unit facility. The Health Services Contractor shall coordinate FLETC staff MSP services, and staff occupational injury care (not every clinician accepts workers' compensation cases). This facility shall be located within 25 miles of Cheltenham, MD. The Contractor shall provide Health Screenings on Center for incoming students in Cheltenham when scheduled. The Contractor shall review/examine

abnormal/concerning findings in order to make recommendations for possible training restrictions. All medical records from subcontracted health care clinics for Health Screenings, MSP, and FLETC staff injuries shall be scanned into the Government EMR within 5 business days. The Contractor shall communicate abnormal or unexpected findings from the MSP services by email to the Cheltenham to OMO, the PM, and the APM.

(1) This performance-based, firm-fixed price (FFP) contract describes the services to be performed as an end result and provides to the contract both a standard for acceptable performance and quantities, limits, or areas that the service covers. The Contractor shall be responsible for achieving the stated results.

(2) The Contracting Officer's Representative (COR) for this contract will be appointed at time of award. During the terms of this contract any changes of the COR will be in writing to the Contractor.

1.6 NORMAL HOURS OF OPERATIONS

The normal hours of operation are stipulated for each required service in Part 5.

1.7 HOLIDAYS

a. "Federal holidays" to be used to compute labor hours in the solicitation and contract, are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Any other day designated by Federal statute, Executive Order, or the President's proclamation.

b. When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

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 by the Contracting Officer (CO).

d. 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).

1.8 CONTRACTOR PERSONNEL

a. The Contractor shall manage the total work effort associated with the requirements of this PWS to assure adequate and timely completion of these services. 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 or be given on the job training by the Contractor. All Contractor employees must be physically and mentally capable to perform the essential functions and demands of their assigned work in a safe and effective manner. Contractor shall ensure that all Contractor's personnel have, as a minimum, a thorough knowledge of the contract specifications that pertain to their particular work skills. Prior to commencing work, the Contractor shall ensure employees are not under the influence of alcohol, drugs, or any other incapacitating agent(s). The Contractor shall ensure each employee is alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.

b. The Contractor shall not employ any person who is an employee of the United States Government without the consent of the CO. The CO will determine if the employment of that person would create a conflict of interest. The Contractor shall ensure employees conduct themselves in a courteous and businesslike manner at all times. The Contractor shall ensure that no Contractor personnel accept gratuities of any kind. The Contractor shall ensure employees practice acceptable personal hygiene at all times and shall present a neat appearance and wear appropriate clothing in accordance with Part 4. Paragraph 4.6.

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 the employees as may be necessary. The Contractor shall advise the CO/COR of any civil or internal disciplinary actions taken to include but not limited to physical altercations, theft, accidents, and destruction of any property. The Contractor shall promptly investigate all complaints of poor performance, rude behavior, and other misconduct. The Contactor shall take any disciplinary action as may be necessary to maintain the highest standards of customer service. Fraternization to include out of role conversation, on or off Center, with occupants is prohibited (FLETC Directive 500-17 Fraternization between Center Staff and Students or Interns).

c. Contractor shall establish a customer service training program for all employees and complete the training within thirty (30) business days of the contract start. After the initial training, the Contractor shall ensure any new personnel complete the training within fourteen (14) business days. The Contractor shall maintain accurate records of this training requirement to include: the employee's name and signature, date of completion topic of training, and instructor's name. The Contractor shall maintain these records and provide them upon request by the CO/COR.

d. The Contractor shall remove from the site any individual whose continual employment is deemed to the Government to be contrary to the public interest or inconsistent with the best interest of the Government. All Contractor employees shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence or who presents other evidence from the DHS that employment is permitted.

1.9 KEY PERSONNEL

The following personnel are considered key personnel by the Government: one (1) Project Manager (PM), one (1) Alternate Project Manager (APM), and one (1) Quality Control Manager (QCM) at the FLETC-Glynco Campus. Clinic Managers shall be required at both FLETC-Artesia and FLETC-Charleston. The PM and APM shall manage the services provided at FLETC- Cheltenham Campus.

At contract award, the Contractor shall submit resumes to the CO/COR/CMO for key personnel and proposed replacements. Key personnel must meet the requirements specified in this section and will be subject to the CO/COR/CMO review and approval.

1.9.1 Project Manager (PM) and Alternate Project Manager (APM)

The PM and APM positions shall be assigned to the FLETC-Glynco Campus and travel to the other FLETC sites as deemed necessary. The Contractor shall provide to the CO, in writing, the names and associated resumes of on-site PM and APM who possess the necessary experience and qualifications to supervise the work required under this contract effectively upon notification of contract award. If the PM or APM at the time of award are not the same individuals identified in the proposal, the new candidates shall have equal or greater experience and qualifications than those identified in the proposal. These positions are subject to the CO/COR/CMO validating the candidate's experience and qualifications possessing the skill set to meet the contract requirement. Therefore, any desired change to management personnel must be provided to the CO/COR/CMO in writing prior to making the change.

The PM and APM positions are on-site at FLETC-Glynco unless the Contractor allows them to travel to other Training Delivery Points (TDP). The PM or APM shall be on-site during the core duty hours of each training day and any other days that training is added to fulfill the requirements of this contract. The PM and APM are full-time and shall possess the necessary knowledge, skills and certifications as required in the following paragraphs. The PM and APM shall be authorized to speak, act, and execute business decisions on behalf of the Prime Contractor. The PM and APM shall not be the same individual as the approved Quality Control Manager. The PM and APM shall be dedicated solely to this contract and may not perform duties for or associated with other contracts.

The on-site PM shall possess the board certification and licensure of an RN at a minimum with the appropriate credentials and licenses.

The APM shall be responsible for the management and coordination of the work under this contract and shall act as the point of contact for the Government in the absence of the PM. The on-site APM shall possess the board certification and licensure of RN at a minimum, with the appropriate credentials and licenses.

The Project Manager and Alternate Project Manager shall have at a minimum depending on their medical degree:

(1) Graduate with a baccalaureate from a health care program located in a State, the District of Columbia, or a U.S. territory accredited by The Council for Higher Education Accreditation, the US Department of Education, the Accreditation Commission for Education in Nursing (ACEN) or The Commission on Collegiate Nursing Education (CCNE). In cases of U.S. citizens who are graduates of foreign schools of professional nursing, PA, NP, DO, and MD shall be in possession of a current, full, active and unrestricted state license.

Health Care Administrators do not require a state license but do require certification through the Professional Association of Health Care Office Management, American College or Health Care Administrators, and the American Association of Healthcare Administrative Management.

Physician Assistants shall have passed the Physician Assistant National Certifying Examination (PANCE) from the Accreditation on Review Commission on Physician Assistant (ARC-PA) Education. The only PA programs that do not need to follow ARC-PA's standards are run by the US Military. Graduate degree in nursing, PA, Health Care Administration or medicine is preferred.

Physicians who were trained in the United States or Canada shall graduate from a school or university that is certified by the Liaison Committee on Medical Education (LCME) or the American Osteopathic Commission on Osteopathic College Accreditation (COCA). International medical graduates shall graduate from a medical school that is certified by the Educational Commission for Foreign Medical Graduates (ECFMG). Physicians who are residency trained shall be certified by either the American Board of Medical Specialties (ABMS), the American Board of Physician Specialties (ABPS), or the American Osteopathic Association Accreditation Council for Graduate Medical Education.

(2) Minimum five (5) years professional health care experience for the PM and minimum three years professional health care experience for the APM.

(3) Project Manager - Minimum five years (5) years professional supervisory experience successfully managing a Health Unit, an Urgent Care Clinic, Doctor's Office, or Emergency Department and with a minimum of three (3) consecutive years' experience. Within the last three (3) years, the PM shall have successfully managed a Health Unit, an Urgent Care Clinic, Doctor's Office, or Emergency Department.

(4) Alternate Project Manager - Minimum three (3) years supervisory experience successfully managing a Health Unit, an Urgent Care Clinic, Doctor's Office, or Emergency Department and with a minimum of three (3) consecutive years' experience. Within the last three (3) years, the APM shall have successfully managed a Health Unit, an Urgent Care Clinic, Doctor's Office, or Emergency Department.

(5) The PM and APM shall be able to read, write, speak, and understand English at a level commensurate with the responsibilities of the encumbered positions and expected level of education. The PM and APM must be able to use a computer to communicate via email and Teams, retrieve reports and provide reports to the CO/COR. The PM and APM shall be able to use Microsoft Office, and the Government provided Electronic Medical Record (EMR).

(6) Any changes or limitations, whether new or existing, to license shall be reported to the employer and the CO/COR immediately.

1.9.2 Quality Control Manager (QCM)

The Quality Control Manager position shall be assigned to the FLETC-Glynco Campus and travel to the other FLETC sites as deemed necessary. The QCM shall coordinate and adjust their work schedule to fulfill the requirements of this contract. All other personnel's work schedules shall be at the discretion of the Contractor as long as all requirements of the contract are met and there is no interruption in the FLETC Training Schedule. The Contractor shall provide to the CO/COR, in writing, the name and associated resume of the QCM who possesses the necessary experience and qualifications to perform the work required under this contract effectively at the time of award. If the QCM is replaced at any time during the life of the contract, the new candidate shall have equal or greater experience and qualifications than the QCM being replaced.

The on-site QCM shall possess the board certification and licensure of Physician's Assistant, Nurse Practitioner, or Registered Nurse (RN) with the appropriate credentials and licenses with a minimum of three (3) consecutive years' experience. Within the last three (3) years, the QCM shall have successfully managed or worked as the Quality Control Manager or must have demonstrated knowledge of some type of commercial or government quality control plans and possess knowledge of, or experience with, for a health unit, an urgent care clinic, doctor's office, or emergency department. The QCM shall not share other key management duties but will have supervisory duties over the quality control employees at Artesia, Charleston, and Glynco TDPs. The QCM shall have the authority to act in all QC related matters, and report to the Contractor's corporate office, not the on-site PM. The quality control employees at the three (3) FLETC sites will conduct the quality control inspections for their assigned site and report back to the QCM, not the PM, APM, or the Clinic Managers.

The QCM at Glynco shall oversee and manage the Quality Control Personnel at the Artesia NM and Charleston, SC TDPs. The QC personnel shall report their findings to the QCM only and not to the Clinic Managers or staff. The QCM shall then present all findings to the Contractor's Corporate Office, the CO/COR and the CMO by the fifth training day of the next month. The QCM shall not report their findings to the local PM or APM.

The QCM and the QC personnel shall be proficient in oral and written communication in English. The QCM must be able to use a computer to communicate via email and Teams, retrieve reports and provide reports to the CO/COR. The QCM shall be able to use Microsoft Office, and the

Government provided EMR.

Quality Control Personnel:

The quality control personnel at the Artesia NM and Charleston, SC TDPs are required to report directly to the QCM at FLETC-Glynco. The quality control personnel at the other FLETC sites shall possess the board certification and licensure of an RN, PA, or Health Care Administrator with the appropriate credentials and licenses with a minimum of three (3) consecutive years' experience. (See Part 1.11) Within the last three (3) years, the quality control personnel shall have successfully managed or worked in the position of Quality Control or must have demonstrated knowledge of some type of commercial quality control plans and possess knowledge of, or experience with, for a Health Unit, an Urgent Care Clinic, Doctor's Office, or Emergency Department.

The quality control personnel shall be proficient in oral and written communication in English. The quality control personnel shall be able to use a computer to communicate via email and Teams, retrieve reports and provide reports to the CO/COR. The quality control personnel shall be able to use Microsoft Office, and the Government provided EMR.

1.9.3 Clinic Managers (CM)

The Artesia and Charleston training delivery points shall each have Clinic Managers (CM). The Clinic Manager positions shall be assigned to the FLETC Artesia and Charleston Campuses. Prior to the performance period start date, but no later than at the pre-performance conference, the Contractor shall submit in writing, the names and associated resumes of each on-site Clinic Manager who possess the necessary experience and qualifications to supervise the work required under this contract effectively upon notification of contract award. The Contractor shall also submit in writing, any alternate Clinic Managers (if applicable) names, telephone numbers, and the alternates' assigned area of responsibility and times of availability. These positions are subject to the CO/COR/CMO validating the candidate's experience and qualifications possessing the skill set to meet the contract requirement. Therefore, any desired change to management personnel must be provided to the CO/COR/CMO in writing prior to making the change.

In Artesia and Charleston, the Clinic Managers shall be responsible for the overall management and coordination for the work required under this Performance Work Statement (PWS) and shall act as the Contractor's POC with the Government. No Clinic Manager is required at Glynco, because the PM or APM will be the point of contact with the Government at Glynco. The Clinic Managers shall have the authority to speak and act for the clinic staff in all matters related to providing services under this contract. The Contractor shall include in the designation letters any limitations on the Clinic Manager's ability to bind the clinic staff to changes or adjustments.

The Clinic Managers shall at a minimum:

(1) Graduate with a baccalaureate from a health care program located in a State, the District of Columbia, or a U.S. territory accredited by The Council for Higher Education Accreditation, the US Department of Education, the Accreditation Commission for Education in Nursing (ACEN) or The Commission on Collegiate Nursing Education (CCNE). In cases of U.S. citizens who are graduates of foreign schools of healthcare education, PA, NP, DO, and MD shall be in possession of a current, full, active and unrestricted state license.

Health Care Administrators do not require a state license but do require certification through the Professional Association of Health Care Office Management, American College or Health Care Administrators, and the American Association of Healthcare Administrative Management.

Physician Assistants shall have passed the Physician Assistant National Certifying Examination (PANCE) from the Accreditation on Review Commission on Physician Assistant (ARC-PA) Education. The only PA programs that do not need to follow ARC-PA's standards are run by the US Military. Graduate degree in nursing, PA, Health Care Administration or medicine is preferred.

(2) Minimum five (5) years nursing experience.
(3) Minimum three (3) years supervisory experience.
(4) The Clinic Manager shall be able to read, write, speak, and understand English at a level commensurate with the responsibilities of the encumbered positions and expected level of education.
(5) The Clinic Managers shall be able to use a computer to communicate via email and Teams, retrieve reports and provide reports to the CO/COR/CMO.
(6) The Clinic Managers shall be able to use Microsoft Office, and the Government provided Electronic Medical Record (EMR).

Clinic Managers Licensure/Certification:

(1) Any restrictions, existing or new, to a license shall be reported to the employer and the CO/COR/CMO immediately.
(2) Clinic Managers shall possess licensure/certification that is applicable to the health care degree.

1.10 VEHICLE LICENSED EMPLOYEES

The Contractor shall ensure that Contractor personnel operating vehicles shall possess a valid State Driver's License with the correct endorsement for the vehicle size and type to be driven. The Contractor shall ensure annually that each employee has a relevant and current driver's license.

1.11 EMPLOYEE ROSTER

Ten (10) business days after the start of the contract, at execution of option periods, and/or when

changes occur, the Contractor shall provide the CO/COR a written roster of all contract employees. The roster shall include the following: full name, position to include wage determination classification number, anniversary date of employment, rate of pay, shift assignment, site location, and identify if full-time or part-time employee.

1.12 INSPECTION BY REGULATORY AGENCIES

Work described in the PWS is subject to inspection by other Government agencies. The Contractor shall provide personnel to accompany the regulatory agency inspection or review teams. The Contractor personnel shall be knowledgeable concerning the work being inspected. The Contractor shall participate in responding to all requests for information, inspection or review findings by regulatory agencies, or other inspections scheduled through the CO/COR. This assistance may include testing, operating or disassembling equipment or systems, as well as reviewing various maintenance logs.

1.13 PERFORMANCE EVLAUATION MEETINGS

The Contractor's representatives shall meet with the CO/COR weekly during the first month of the contract. Thereafter, meetings will be as often as determined by the CO/COR. A mutual effort will be made to resolve all problems identified. Written minutes of these meetings, prepared by the Contractor, shall be provided to the Government within seven (7) business days of the meeting with Government input for the Contractor's PM and the CO's signature. The original copy of the signed minutes will become part of the contract file in the CO's office with copies being distributed to the Contractor and COR.

1.14 ACCIDENT REPORTING

In those instances, where Contractor owned or privately owned vehicles on-Center are damaged, the Contractor shall contact FLETC Security at (912) 267-2461 to report accidents without injuries. The Contractor shall notify the CO/COR within one (1) hour following the accident. In those instances, where injuries or death occur, the Contractor shall notify FLETC Security at (912) 267-2911, and the CO/COR immediately. The Contractor shall provide a signed written FLETC Statement/SEM-34 (06/06) (Part 9, Attachment 1), concerning circumstances of the accident, incident, injuries or death.

FLETC Security will provide the completed forms to Office of Security and Professional Responsibility (OSPR) for investigation. Upon completion of the investigation, OSPR will provide copies of the completed will provide copies of the completed forms to the Contractor, CO/COR and the FLETC ALM Fleet Manager. The signed written statement provided by the Contractor shall include signed statements by individuals and/or witnesses involved in the accident. Written statements shall include all pertinent information relating to the incident including names of persons involved, time of the incident, individual versions of the events, etc.

1.14.1 Vehicle Accident Report at Artesia, Charleston, and Cheltenham:

The Contractor shall follow all of the requirements in Part 1.14 above with the exceptions as follows:

Call (575)748-8136 in Artesia
Call (843)974-6305 in Charleston
Call (301)877-8400 in Cheltenham

1.15 Student Misconduct:

The Contractor shall contact FLETC Security at the appropriate TDP to report any misconduct of students. Misconduct of students, on or off FLETC property must be reported. The Contractor shall provide a written statement from the employee witnesses identifying and explaining any infractions committed by the students. The written statement shall contain the date and time of the incident, names, positions and agency of all witnesses, and a detailed narration of the events as they occurred. That statement shall be emailed to the CO/COR within 24 hours of the incident. The COR shall immediately notify the Class Coordinator or the Training Management Division (TMD) Program Specialist for action.

1.16 PROJECTED WORKLOAD

a. The projected workload for this contract is delineated in the form of historical data (Part 9, Technical Exhibit 1). The workload volume is subject to the fluctuation in the number of occupants attending the various number and types of training programs.

b. The Contractor will be given access to the Student Administration & Scheduling System (SASS) in order to download reports, rosters and input room assignments under this contract. Computer access will also be given to view Direct Digital Controls (DDC) in order to assess and respond to changes, fluctuations and outages of the HVAC system that affect the dorms. The Contractor shall be responsible for supporting any Government changes to the schedule.

1.17 Applicable Department of Labor (DOL) Wage Determinations (WD).

The Service Contract Act applies to this contract. The following Department of Labor (DOL) local area wage determinations apply and are included as attachments to this acquisition:

(1) Technical Exhibit 5: DOL WD 2015-4281 Revision 36 dated 4/29/2026 covering District of Columbia, Maryland, Virginia.
(2) Technical Exhibit 6: DOL WD 2015-4427 Revision 33 dated 4/29/2026 covering South Carolina counties of Berkley, Charleston, Dorchester.
(3) Technical Exhibit 7: DOL WD 2015-4477 Revision 34 dated 4/29/2026 covering Georgia counties of Brantley, Glynn; and,
(4) Technical Exhibit 8: DOL WD 2015-5455 Revision 30 dated 4/29/2026 covering New Mexico counties of Chaves, Eddy, Lincoln, Otero.

1.18 QUALITY CONTROL PROGRAM: In accordance with FAR clause 52.246-4 Inspection of Services – Fixed-Price (AUG 1996), the Contractor shall establish and maintain a complete quality control program that is acceptable to the Contracting Officer (CO), to assure the requirements of the contract are provided as specified in the PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-reoccurring defective services. The Contractor's quality control program is the means by which it assures their work complies with the contract's requirements.

1.18.1 Quality Control Plan: The Contractor shall develop a comprehensive written Quality Control Plan (QCP) that covers all work to be performed in this contract. The Contractor's plan shall identify areas to be inspected in accordance with the Performance Requirements Summary (PRS) (Part 9, Technical Exhibit 2). The QCP will be submitted to the CO for review and approval no later than ten (10) days after contract award, at the exercise of each option, and as changes occur.

1.18.2 Contractor Inspections: The contractor will have the Quality Control Manager (QCM), or the Alternate Program Manager (APM) if the QCM is not present, conduct a walk-thru inspection of a random sample 30% of services, at a minimum.

1.18.3 Contractor Inspection Records: In accordance with FAR Subpart 46.202-3 Standard Inspection Requirements, the Contractor will maintain a file throughout the term of this contract of all quality control inspections, inspection results, and any correction action required. This file will be the property of the Government and will be made available to the Contracting Officer's Representative (COR) and CO as requested during regular working hours. The file will be turned over to the COR and CO within ten (10) calendar days after completion or termination of the contract.

1.18.4 Contractor Inspection Reports: The monthly quality control report the random inspection sample results of all services, to include identified defects, will be captured in a monthly report that will be provided by the contractor to the COR on the fifteenth day of the month. The Contractor will develop corrective actions for trends identified defects and schedule follow-up inspections with the COR for the following month. The quality control inspection monthly report will include, at a minimum:

(1) Trends identified with recommended correction action; and,
(2) The number of items signed out (equipment issued).

1.19. QUALITY ASSURANCE: In accordance with FAR clause 52.246-4 Inspection of Services – Fixed-Price (AUG 1996), each phase of the services rendered under this contract *is subject to Government inspection* during the Contractor's operations and after completion of the tasks. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which the contractor is responsible. The Contractor will correct deficiencies promptly and, by written report to the CO, will address corrective and preventative actions taken. The Government's Quality Assurance Surveillance Program (Part 9, Technical Exhibit 26) is not a substitute for Quality Control by the Contractor.

1.19.1 Contracting Officer's Representative Duties: The Government will evaluate the Contractor's performance under this contract in accordance with a Performance Requirement

Summary (PRS) to include Acceptable Quality Levels (AQL) (Part 9, Technical Exhibit 26). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. The Government appointed COR is required to ascertain whether services provided by the Contractor is at an acceptable level and in conformance with the terms and conditions of this contract. After each inspection, the Contractor will be advised of any unsatisfactory conditions for which he/she is responsible. The Contractor will correct such deficiencies promptly and, by written report to the CO, will address corrective/preventative actions taken. The COR may conduct contractor performance surveillance and document any noncompliance, however only the CO may take formal action for unsatisfactory performance. The COR will be designated at contract award and a list of COR duties and authority will be furnished to the Contractor.

1.19.2 Government Quality Inspection: The Government will inspect the services required herein in accordance with FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items. The parties to this contract agree that the Contractor, as a result of the contractual obligation to supervise the personnel furnished and oversee the quality of their performance, will be conclusively presumed to have actual knowledge of work not performed, and that therefore, a written noticed will be a prerequisite for withholding payment of assessing liquidated damages for non-performed service(s).

1.19.3 Nonconforming Services: The Government reserves the right to reduce the Contractor's invoice, or otherwise withhold payment, for any individual item of nonconforming contract service observed. The Government will develop a statistically confident sample of required service items, to which the Government may apply statistical extrapolation techniques to the Contractor's performance to determine total payment due as outlined in the Performance Requirements Summary Acceptable Quality Level (AQL) (Technical Exhibit 2).

1.19.4 Failure to Perform Services: The Government reserves its rights under the Inspection of Services and default or termination FAR clauses, 52.246-4, Inspection of Services – Fixed-Price (AUG 1996). Any reductions pursuant to the PRS will reflect the reduced value of services to be performed under the contract. The Contractor will not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

1.19.5 Performance Documentation: In addition to inspection documentation on specific tasks required by the Contractor, the following general aspects of contract performance will also be documented and reported in Contractor Performance Assessment Rating System (CPARS) in accordance with FAR Subpart 42.15, Contractors Performance Information, the Contractor's record of conforming to contract requirements and to standards of good workmanship the Contractor's adherence to contract schedules, including the administrative aspects of contract performance, the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's concern for the interest of the customer. This information may be shared with other Government Agencies and used for evaluation purposes for future contract award consideration.

1.19.6 Performance Meetings: The Contractor's representatives shall meet with the COR bi-weekly during the first month of the contract. Thereafter, meetings will be as often as determined or agreed to by the Contracting Officer, but no less than monthly for the first three months of the contract. A mutual effort will be made to resolve all identified issues. The Contractor will provide written minutes of any such meetings. Should a dispute of any portion of the minutes be identified, such non- concurrence will be provided to the meeting participants within 5 business days following receipt of the minutes.

1.20 Contractor Personnel and DHS Credentialing Requirements

The Contractor shall manage the total work effort associated with the requirements of this Performance Work Statement (PWS) to assure adequate and timely completion of services. 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. All Contractor employees shall be physically and mentally capable to perform the essential functions and demands of their assigned work in a safe and effective manner. Prior to commencing work, the Contractor shall ensure employees are not under the influence of alcohol, drugs, or any other incapacitating agent(s). The Contractor shall ensure each employee is alert and capable of exercising good judgement, implementing instructions, and assimilating necessary specialized training. All Contractor personnel shall be able to read, write, speak and understand English. Shall be physically able to lift 50 pounds, perform prolonged activity such as CPR and moving medical equipment; stamina and agility: To work in physically demanding environment such as uneven terrain and stairs, stand, kneel, bend, squat and reach frequently. Perform tasks quickly under stress:
Sensory Abilities: Adequate (2020 with or without correction) vision for reading instruments and assessing patients; good hearing (able to hear a whisper at 5 feet) to detect vital sounds and communicate effectively. Cardiovascular fitness to respond quickly to emergencies often running and climbing stairs.
Dexterity and Coordination: To operate medical equipment such as defibrillators and oxygen tanks. Perform precise tasks such as starting IVs and bandaging wounds.

All Contractor employees shall be subjected to and must pass a background investigation before being allowed on Center. The Badge Application Package will be provided electronically by the COR following the post-award conference.

DHS Policy Directive 248-02 Medical Credentials Management System, (Part 7, Technical Library), requires Primary Source Verification and Submission Requirements:

The Contractor shall:
(1) Conduct Primary Source Verification (PSV) of the education and credentials of all medical (healthcare) professionals that will perform under the proposed contract/order.
(2) Enroll all proposed medical professionals in the National Practitioner Data Bank (NPDB) http://www.npdb.hrsa.gov for continuous monitoring of his/her professional credentials and include the initial NPDB report and all pages of any deficiency reports as part of the PSV packet.

(3) Submit to the COR/CMO/MLO via email for each proposed medical professional PSV packet documenting contract verification requirements were met. Initial PSV packets must be submitted to and approved by the COR/CMO/MLO before the medical professionals performs services under the contract/order within ten (10) calendar days after contract award and as additional medical professionals are hired. The packet shall include:

a. Proof of a completed Background Investigation clearance by Office of Professional Responsibility (OPR),
b. A copy of an active and unencumbered professional state license, certification(s), and/or registrations of physician/NP/PA is required,
c. Verification of a professional degree,
d. A copy of the initial NPDB report and all pages of any deficiency reports to ensure there are no infractions or derogatory actions against the individual's professional license.

To streamline the on-boarding process, the Contractor shall submit medical credentialing information (items b., c., and d.) concurrent with the conduct of the background investigation. Items b, c, and d are due to the COR/CMO/MLO no later than ten (10) calendar days after contract award. Proof of a completed Background Investigation shall be provided to the COR/CMO/MLO no later than twenty (20) business days after contract award. All elements of the PSV packet shall be submitted and approved by the COR/CMO/MLO before a medical professional may perform services under the contract.

Audits of Medical Professional Credentialing Files:

(4) Audits of Medical Professional Credentialing Files (New and Existing Contracts):

DHS will conduct random audits of credentials of medical professionals performing under this contract. In support of DHS audits, the Contractor shall submit to the COR/CMO/MLO via email the below listed information. Information shall be submitted to the COR/CMO/MLO within five (5) business days of the request.

a. An active and unencumbered license, certification(s), and/or registration(s), and

b. A recent NPDB report and all pages of any deficiency reports to ensure there are no infractions or derogatory actions against his/her professional license.

c. DHS Medical Professional Credentialing File Audit Requirements for New and Existing Contracts/Orders:

1. OCHCO/WHS will advise the COR, PM, or designee on the random sample size and the frequency of file audits.

2. The COR, PM, or designee is responsible for requesting the sample of credential file records from the contractor.

3. OCHCO/WHS will review credentialing file records for:

    a. proof of a completed Background Investigation, if applicable.
    b. an active and unencumbered professional state license, certification(s) and/or registration(s).
    c. proof of a professional degree; and
    d. a recent NPDB report and all pages of any deficiency reports, infractions, or derogatory actions on the NPDB query report, if available.

4. OCHCO/WHS will provide audit results to the COR, PM, or designee. When audit findings reveal contracted medical professionals do not comply with contract requirements; the COR is responsible for notifying his/her contracting officer(s) to address noncompliance issues. Contract medical professionals who do not meet contract qualifications/credentialing requirements may not perform health care services until the qualifications/credentialing requirements are met.

5. CORs, PMs, or designees are responsible for incorporating audit requirements into active contracts and orders for medical professional services.

1.20.1 DHS Credentialing Requirements:

(1) Per DHS 248-02 Medical Credentials Management System, all employees shall be compliant with the primary source verification of medical or nursing credentials and education for federal and contractor professionals who will provide health care services to, on behalf of, or for the Department of Homeland Security (DHS). Primary source verification is a health care industry standard for regulated medical or nursing professionals that require a license, certification, and/or registration as a condition of employment. Primary source verification helps mitigate risk to the DHS/FLETC mission, safeguards against health care fraud, waste, and abuse, and provides assurance when filling critical positions. Primary source verification is a separate activity from the Background Investigation Clearance process and is not a duplication of that effort.

(2) Per DHS 248-02 Medical Credentials Management System, *Attachment 1:*
The DHS Policy Directive on Credentialing is applicable to personnel hired or working in the following occupation series (or an equivalent contractor position) that will provide health care services, to, for, or on behalf of DHS/FLETC:

(a) Office of Personnel Management Occupational series

1 602 Medical Officer and either a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO)
2 603 Physician Assistant
3 610 Nurse and Advance Practice Nurse
4 620 Practical Nurse
5 621 Nursing Assistant
6 640 Health Aid and Technician

(b) Department of Labor Occupational series

1. 29-0000 Healthcare Practitioners and Technical Occupations
2. 31-0000 Healthcare Support Occupations
3. 29-9091 Trainers

Note: A medical professional not listed in the above job series (or hired in an equivalent contractor position) who utilizes his/her medical credentials (license, certification, and/or registration) as the basis for providing medical advisement, expertise, or direct medical care to, for, or on behalf of DHS is subject to this Policy Directive. For example, a Physician working as a Lead Management Analyst providing medical advisement who was hired because he/she is a medical professional is subject to this Policy Directive. Instances such as this should be determined on an individual case basis by the Component and/or OCHCO/WHS. This list may be updated. For the most updated list, questions, or assistance, please contact MedicalCredentialing@hq.dhs.gov.

(3) Per DHS 248-02 Medical Credentials Management System, *Attachment 2*: Applies to requirements for health care services obtained by contract for services performed on behalf of or for DHS.

A Requirements for New Contracts/Orders for Health Care Service. The COR, PM, or designee shall include in statements of work for health care services requirements for the contractor to:

1. Conduct Primary Source Verification (PSV) of the education and credentials of all medical professionals that will perform under a proposed contract/order.

2. Submit to the COR, PM, or designee PSV packet documenting contractor via email, verification requirements were met. Shall be submitted to the COR NLT twenty (20) business days after award. PSV packets must be submitted before the medical professional performs services under the contract/order and shall include:
   a. proof of a completed Background Investigation Clearance.
   b. a copy of an active and unencumbered professional state license, certification and/or registration(s);+
   c. verification of a professional degree; and
   d. a copy of a National Practitioner Data Bank (NPDB) query report to ensure there are no infractions or derogatory actions against his/her professional license.

When feasible, contractors should be permitted to submit medical credentialing information (items b., c., and d.) concurrent with the conduct of the background investigation to minimize lead-times for onboarding.

3. Comply with DHS audits of contractor credential files for all medical professionals providing health care services under a contract/order.

B. Onboarding Contractor Medical Professionals:

1. The CMO/MLO, COR, PM, or designee will review the PSV packet (see paragraph A2 for requirements) of each medical professional before clearing the individual to provide health care services on behalf of DHS.

2. OCHCO/WHS Credentialing Program Manager is available to perform a secondary review of PSV packets, upon request, which contain negative NPDB reports and provide recommendations for action.

PART 2: DEFINITIONS AND ACRONYMS

2.1 DEFINITIONS:

Acceptable Quality Level (AQL): The allowable leeway from a standard that can occur before the Government will reject the specific service. The number of defects in a lot (or the maximum percent defective in a lot) that, for the purposes of sampling, may occur before the Government will affect the price computation system in accordance with the Performance Requirements Summary and the INSPECTION OF SERVICES Clause. An AQL does not allow the Contractor to knowingly offer defective service but implies that the Government recognizes that defective performance sometimes happens unintentionally. As long as the percent of defective performance does not exceed the AQL, the service will not be rejected by the Government. The Contractor, however, must re-perform the defective service when possible. The AQL limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.

Accountability: The basic obligation imposed by law, lawful order, or regulation, of a person to keep an accurate record of property, documents, or funds. The person having this obligation may or may not have actual possession of the property, documents, or funds. Accountability is primarily concerned with maintaining records. As a minimum, these records show debits, credits, and available balances on hand or in use. Records showing quantities due out and/or due-in are part of the accountability records. Contractor accountability shall insure an accurate audit trail for each item of Government Furnished Property/Equipment & General Services Administration (GSA) Vehicle Listing for which the Contractor is responsible.

Accountable Property: An asset which meets one or more of the following criteria:

- Expected useful life is two years or longer and acquisition value is at least $5,000. Any items under $5,000 that are easily misplaced or lost may be tagged at the discretion of the Assets and Logistics Management (ALM), the Inventory Management Specialists, or the respective Division Chief (DC) to whom the property is assigned.
- Classified as a Sensitive Asset.
- Bears a FLETC Asset Barcode or Serial Number Barcode for which controls, and official asset records are maintained in an official inventory system.
- Included on the inventory listing of a specific organization and for which physical inventories are conducted; and,
- Otherwise assigned and accounted for.

Adverse Event: An occurrence or condition associated with the provision of health care or services that caused harm to the patient. Adverse events may be due to acts of commission or omission.

Buy American Act (BAA): The Buy American Act restricts the purchase of supplies that

are not domestic end products. The BAA uses a two-part test to define domestic end products: 1) the articles must be manufactured in the United States; and 2) the cost of domestic components must exceed 50 percent of the cost of all the components.

Certification/Registration: The external verification of the competencies that an individual has achieved: typically involves an external process such as the National Registry of Emergency Medical Technicians, National Commission on Certification of Physician Assistants, or a Board recognized by the American Board of Medical Specialties, the American Board of Nursing Specialties, or the American Dental Association.

CLIA Categorization: CLIA Categorizations | FDA

The FDA categorizes clinical laboratory tests by their complexity—from the least to the most complex: waived tests, moderate complexity tests, and high complexity tests.

CLIA categorization is determined after the FDA has cleared or approved a marketing submission, or upon request for legally marketed devices, as described in the FDA guidance Administrative Procedures for CLIA Categorization. Tests that are waived by regulation under 42 CFR 493.15(c), or cleared or approved for home use, are categorized as waived. Otherwise, the FDA determines the test's complexity by reviewing the package insert test instructions, and using a criteria "scorecard" to categorize a test as moderate or high complexity (42 CFR 493.17). Each test is graded for level of complexity by assigning scores of 1, 2, or 3 for each of the seven criteria on the scorecard.

A score of 1 indicates the lowest level of complexity, and a score of 3 indicates the highest level. The scores for the 7 criteria are added together and tests with a score of 12 or less are categorized as moderate complexity, while those with a score above 12 are categorized as high complexity.
Following initial categorization, a manufacturer of a test categorized as moderate complexity may request categorization of the test as waived through a CLIA Waiver by Application
(CW) submission to the FDA.

CLIA Waiver by Application
Under CLIA, the FDA categorizes *in vitro* diagnostic (IVD) tests by their degree of complexity: waived, moderate complexity, and high complexity. Tests that are waived by regulation under 42 CFR 493.15(c), or cleared or approved for home use, are automatically categorized as waived following clearance or approval. Otherwise, following clearance or approval, tests may be categorized either as moderate or high complexity according to the CLIA categorization criteria listed in 42 CFR 493.17.
A manufacturer of a test initially categorized as moderate complexity may request categorization of the test as waived through a CLIA Waiver by Application (CW) submission to the FDA. When a test is categorized as waived, it allows that test to be performed by laboratories with a Certificate of Waiver (CoW) or a Certificate for Provider Performed Microscopy (PPM) in addition to the other CLIA Certificate types. In a CW

submission, the manufacturer provides evidence to the FDA that a test meets the CLIA statutory criteria for waiver, 42 U.S.C. § 263a(d)(3). The statute states that:
"The examinations and procedures [that may be performed by a laboratory with a Certificate of Waiver] are laboratory examinations and procedures that have been approved by the Food and Drug Administration for home use or that, as determined by the Secretary, are simple laboratory examinations and procedures that have an insignificant risk of an erroneous result, including those that — (A) employ methodologies that are so simple and accurate as to render the likelihood of erroneous results by the user negligible, or (B) the Secretary has determined pose no unreasonable risk of harm to the patient if performed incorrectly."

CLIA Waived Lab Director: The Contractor shall provide a Physician that oversees CLIA Waived Lab Tests for Charleston, Glynco and Artesia.

CLIA Waived Lab Tests: See CLIA - Clinical Laboratory Improvement Amendments - Currently Waived Analytes

Clinical Competency Review: An active and organized process by the DHS Components to evaluate and improve care and services. Criteria is clinical in nature and defined by nationally recognized standards of practice and care.

Clinical Practice Guidelines: A set of systematically developed statements that should be based on scientific evidence, to assist practitioners and patient decision-making about appropriate healthcare for specific clinical circumstances.

Contractor: An entity, public or private, providing the services specified by the Government and described in this solicitation or in the subsequent award document administered by the Government. The term used in this contract refers to the Prime Contractor.

Contracting Officer (CO): An agent of the Government with the authority to enter into, administer, and terminate contracts and make related determination and findings. Only the CO may enter into a contract and/or modification agreement binding the Government.

Contracting Officer's Representative (COR): An employee of the U.S. Government appointed by the Contracting Officer to provide technical guidance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have the authority to change the terms, conditions, or direction of the contract.

Contract Discrepancy Report (CDR): A report that is issued when the performance of the Contractor is unacceptable, Contractor failed to adhere to the Contract Terms and

Conditions, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the AQL.

Contract Line Item: A specific unit of work to be performed by the Contractor as a pay item listed within the contract.

Credentialing: The process by which an organization assesses the qualifications and background of professional of para-professional personnel prior to permitting the person to practice designated medical services/skills on behalf of the organization. Such assessments include, but is not limited to, the primary source verification of professionals' or paraprofessionals' education, licenses, or certifications/registrations. It does not include the issuing of licenses, certifications, or registrations to professionals and paraprofessionals for the practice of designated medical health services.

Cure Notice: The Contracting Officer will send a "cure notice" prior to terminating a contract for default or cause, such as the contractor's failure to perform some provision of the contract or failure to make progress so as to endanger performance of the contract. The Contractor shall have a period of ten (10) days by which to "cure" the failure.

Customer Complaint: One of the criteria sometimes used to monitor the Contractor's performance.

Defective Service: A service output that does not meet the standards of performance with the Statement of Work.

Deliverables: Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Energy Conservation Measures (ECM): The reduction of energy cost that meets regulatory requirements for the decrease of greenhouse gases.

Energy Savings Performance Contract (ESPC): FLETC has mandated to reduce its energy and water consumption significantly by year 2015 with additional mandates in future years. In order to accomplish the mandated energy savings requirements, an ESPC has been implemented throughout the FLETC sites. With the ESPC contract, FLETC is able to reduce energy cost and meet regulatory requirements for reduction of greenhouse gases.

Fair Wear and Tear: The amount of damage, depreciation or loss that is expected to occur even when an item is used competently and with care and proper maintenance.

Government Furnished Property (GFP): Facilities, equipment, and services in the possession of the Government or acquired by the Government and subsequently made available to the Contractor for the performance of work under this contract.

Health Care Provider: An accredited organization, or medically credentialed person, who delivers authorized health care services in a systematic way to individuals and groups in need of health care services, including any employees assigned to provide professional or para- professional healthcare services as part of their DHS duties. This also applies to Detailees from other federal agencies and contractors whenever the purpose of the detail/contract includes performance of healthcare services.

Indicator: A valid and reliable quantitative process or outcome measure related to one or more dimensions of performance, e.g., measuring the performance of a health care provider inserting an intravenous line.

Inventory: A detailed list of all items in open and unopened stock at all locations that includes nomenclature, sizes, quantities, unit of issue, dollar values, shelving location, building location, and minimum reorder points.

Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

License: The permission granted to an individual by a State or U.S. Territory or Possession to perform certain medical activities.

Lot Size: The total number of product or service outputs in a surveillance period from which a sample is to be drawn and inspected to determine performance in accordance with the standard, as defined in the AQL column of the Performance Requirements Summary.

Medical Clearance: A determination made by the appropriate FLETC Health Unit professional as to whether the student will be able to fully and safely perform all applicable PPRs.

Examinations may include but are not limited to prescription medications, illnesses, conditions, and elevated blood pressure readings. This full medical clearance is necessary for the student to participate in any physically strenuous activity. (Definition taken from FD/FM 500-14, Part 7, Technical Library)

Medical Quality Management (MQM) Program: A program which provides for measurement of system performance and adjustments through training and/or policy to improve quality.

Minor Repair or Replacement: Minor repair is a maintenance function which restores individual parts, components, or assemblies of an equipment unit to a safe, serviceable

condition by adjustment, replacement of component parts or materials.

Medical Risk: A determination made by a medical professional that a student's participation in physically strenuous activity will create potential for the occurrence of an adverse health condition or aggravation of an existing health condition for that student. (Definition taken from FD/FM 500-14)

Monthly Report: Monthly reporting shall reflect activity through the last day of the month. Reports must be submitted in a manner to reach the COR and the Contracting Officer by midnight, Eastern Standard Time on the fifth business day after the end of the month or as specified within the contract.

Near-Misses (also known as Close Calls): An event or situation that could have resulted in harm to the patient but did not, either by chance or through timely intervention. The event was identified and resolved before impacting the patient. An example is a surgical procedure almost performed on the wrong patient but caught before surgery was initiated.

Non-Training Days: Days before or after Christmas and Thanksgiving when students have breaks in training are not Federal holidays, and the Health Unit is not required to be operational on those days. ***Exception:*** If one or more of the agencies who choose to train on a non-training day or a federal holiday at Artesia, Charleston, or Glynco, the Health Unit at that TDP(s) is required to be open and staffed as it would be on any training day. The dates of non-training days each year will be provided by the COR.

Option: A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract; or may elect to extend the term of the contract.

Occupational Safety and Health Administration (OSHA): With the Occupational Safety and Health Act of 1970, Congress created the Occupational Safety and Health Administration (OSHA) to ensure safe and healthful working conditions for workers by setting and enforcing standards and by providing training, outreach, education and assistance.

OSHA Recording Criteria: 1904.7(a) ***Basic requirement.*** You must consider an injury or illness to meet the general recording criteria, and therefore to be recordable, if it results in any of the following: death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness. You must also consider a case to meet the general recording criteria if it involves a significant injury or illness diagnosed by a physician or other licensed health care professional, even if it does not result in death, days away from work, restricted work or job transfer, medical treatment beyond first aid, or loss of consciousness. **(Part 7, Technical Library – OSHA Definitions of Medical Treatment and First Aid)**

Pandemic Response Plan: The purpose of the Plan is to prepare the Federal Law

Enforcement Training Centers (FLETC) to protect their workforce and people in their care and custody during biological incidents, including pandemic disease, emerging infectious disease, or an adversarial biological attack.

Peer: An individual from the same professional discipline/specialty to whom comparative reference is being made.

Peer Review: The process by which health care provides/professionals evaluate the care of a fellow provider/professional of the same discipline and make determinations about the quality of that care and whether professional standard of care was met in a given clinical situation.

Percent of Sample Found Defective: A determination made by dividing the number of defects by the sample size when the reject number has been equaled or exceeded. The resulting number is used to make an equitable reduction to the contract price for non-performance by the Contractor.

Performance Improvement (PI): The continuous study and adaptation of a health care organization's functions and processes to increase the probability of achieving desired outcomes and to better meet the needs of individuals, populations, and other users of services.

Performance Measure: A measure, such as a standard or indicator, used to assess the performance or process of any organization. A quantitative tool (e.g., rate, ratio, index, percentage) that provides an indication of an organization's performance in relation to a specified process or outcome.

Performance Requirement Summary (PRS): A condensed listing of tasks, standards, AQL's, surveillance methods, and the relative value of the services or products required by the PWS. The PRS identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

Performance Work Statement (PWS): The document describes the level of the performance expected for a particular job element. It prescribes what the Contractor is expected to produce in such dimensions as quality and timeliness.

Phase-In Period (PiP): The period between contract award and the beginning of the period of full performance.

Phase-Out Period (PoP): The period between contract award and the end of the period of full performance.

Physical Inventory Count: A manual count performed to determine and document the on-hand sizes and quantities of an item or group of items.

Physical Performance Requirements (PPRS):
This form contains a listing of FLETC training courses and programs along with the specific PPRs applicable to each training course or program listed. The PPRs Certification is completed by the student and reviewed by the FLETC Health Unit personnel with the student to indicate whether the student is physically able to perform the required PPRs. (Part 9, Attachment 19)

Physically Strenuous Activity: An event requiring a participant to be vigorously active by exerting energy and effort to complete a training task that can be considered a potential safety or medical risk. (Part 7, Technical Library - Definition taken from FD/FM 500-14)

Primary Source Verification (PSV): Verifying a specific credential(s) with the identified institution or entity that provided the credentials (Primary Source) to determine the accuracy of a qualification reported by an individual health care practitioner.

Project Manager (PM): The Contractor Representative who acts as the Point of Contact (POC) with the Government and coordinates contract management with the authority and responsibility to commit and make decisions on behalf of the Contractor.

Physical Security: Actions that prevent the loss or damage of Government property, Government employees, Contractors, etc.

Property Control Plan (PCP): A plan that the Contractor is required to submit to the Government describing the management of Government Furnished Property (GFP) in their possession, as stated in Government Property Clause 52.245-1.

Quality Assurance (QA): Systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that nationally recognized standards of care are being met. QA is performed by the Government.

Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

Quality Control (QC): The process used by the Contractor to ensure that its performance meets the requirements specified in the PWS, to include meeting all performance standards.

Quality Control Plan (QCP): A written narrative outlining the process by which the Contractor shall conduct its quality control to ensure that its performance meets the requirements specified in the PWS.

Random Inspections: Any unplanned or spot inspections. The Government may perform inspections on any part or service, at any location, at any time.

Random Sampling: A sampling method in which each service output in a lot has an equal chance of being selected for inspection. By this method of surveillance, a few individual items, selected at random, are examined and a conclusion drawn about the entire lot.

Real Property: The Health Unit building and anything that is permanently installed to support the building (HVAC, electrical, cabinets, etc.).

Recurring Services: A service identified in this contract as being performed on a recurring, periodic or standing basis.

References: Forms and informational material that will be provided upon request for use in contract performance.

Rework: A work process which, in the judgment of the CO/COR, is not of an acceptable quality level, and must be corrected or re-performed at no additional cost to the Government.

Root Cause Analysis (RCA): A process for identifying the basic or contributing causal factor(s) associated with adverse and/or sentinel events.

Safety Data Sheets (SDS): Formerly known as Material Safety Data Sheets (MSDS). A document that contains information on the potential health effects of exposure to chemicals, or other potential health effects of exposure to chemicals. Or other potentially dangerous substances, and on safe working procedures when handling chemical products. It is an essential starting point for the development of a complete health and safety program. It contains hazard evaluations on the use, storage, handling and emergency procedures related to that material. The SDS contains much more information about the material than the label and it is prepared by the supplier. It is intended to tell what the hazards of the product are, how to use the product safely, what to expect if the recommendations are not followed, what to do if accidents occur, how to recognize symptoms of overexposure, and what to do if such incidents occur.

Sentinel Event (SE): An unexpected occurrence during a health care encounter involving patient death, or serious physical or psychological injury or illness, not related to the natural course of the patient's illness or condition.

Show Cause Notice: The "show cause" notice is issued when the contractor failed to act on a cure notice that was sent previously. The show cause notice advises the contractor of the consequences of a termination and asks the contractor to "show cause" why the contract should not be terminated.

Sick-In-Quarters (SIQ): A service provided to students deemed too sick/injured to attend classes or meals in the dining hall.

Standard: Identified level of satisfactory performance applied to a specific indicator that is

based on nationally recognized standards and protocols.

Standard of Care: Health care diagnostic or treatment judgments and actions of a provider/professional generally accepted in the healthcare discipline or specialty involved as reasonable, prudent, and appropriate. Medical standards of care vary: (1) among types of medical facilities such as hospitals, clinics, prehospital emergency medical care and alternate care facilities, (2) based on prevailing circumstances, including during emergencies, and (3) based on the discipline and qualifications of the provider.

Student Administration and Scheduling System (SASS): The registration and scheduling software used by FLETC to register students, schedule facilities, classes, programs, Health Screenings, and maintain student records.

Surveillance: The process of monitoring Contractor performance, either by direct evaluation, observation, or other information sources.

Technical Exhibit: A part of the PWS that provides supplementary information. Technical exhibits can be in the form of text, tables, graphs, or maps.

Training Delivery Point: Physical location where non-export training is conducted.

Work Week: Monday through Friday, unless otherwise specified.

2.2 ACRONYMS:

ACOR	Alternate Contracting Officer's representative
ALM	Assets and Logistics Management
AQL	Acceptable Quality Level
ART	FLETC-Artesia
AT	Athletic Trainers
ATO	Athletic Trainers Office
BAA	Buy American Act
BUD	Budget Division
CAD	FLETC-Cheltenham
CDR	Contract Discrepancy Report
CFE	Contractor Furnished Equipment
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CHA	FLETC-Charleston
CLIA	Clinical Laboratory Improvement Amendments CLIN Contract Line-Item Number
CM	Clinic Manager
CMO	Chief Medical Officer
CMO	Chief Medical Officer
CO	Contracting Officer
COPD	Chronic Obstructive Pulmonary Disease COR

	Contracting Officer's Representative
CTD	Counterterrorism Division
DC	Division Chief
DHS	Department of Homeland Security
DMD	Driver and Marine Division
DO	Doctor of Osteopathic Medicine
ECM	Energy Conservation Measures
ED	Emergency Department
EMR	Electronic Medical Record
EOD	Enforcement Operations Division
ESB	Environmental Safety Branch
ESPC	Energy Savings Performance Contract
FAD	Firearms Division
FAR	Federal Acquisition Regulations
FD	FLETC Directive
FM	FLETC Manual
FFP	Firm Fixed Price
FIN	Finance Division
FLETC	Federal Law Enforcement Training Centers
FLETCnet	Federal Law Enforcement Training Centers Network
FM	FLETC Manual
FMD	Facilities Management Division
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GFS	Government Furnished Space
GLY	FLETC-Glynco
GSA	General Services Administration
HVAC	Heating Ventilation Air Conditioning
IH	Industrial Hygiene
LEO	Law Enforcement Officer
MD	Medical Doctor
MQM	Medical Quality Management Program MSP
	Medical Surveillance Program
NATA	National Athletic Trainers Association
NATABOC	National Athletic Trainers Association Board of Certification
NLC	Nursing Licensure Compact
NMRLD	New Mexico Regulation and Licensure Documentation
NP	Nurse Practitioner
NPDB	National Practitioner Data Bank
OCHCO	Office of Chief Human Capital Officer
OEM	Occupational and Environmental Medicine
OHD	Organizational Health Division
OPA	Office of Public Affairs
OSHA	Occupational Safety and Health Administration

OSPR	Office of Security and Professional Responsibility
OWCP	Office of Workers' Compensation Program
PA	Physician's Assistant
PCP	Property Control Plan
PI	Performance Improvement
PiP	Phase-In Period
PoP	Phase-Out Period
PM	Project Manager
PO	Partner Organization
POC	Point of Contact
PPRS	Physical Performance Requirements
PRS	Performance Requirements Summary
PS	Program Specialist
PSV	Primary Source Verification
PTD	Physical Techniques Division
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCM	Quality Control Manager
QCP	Quality Control Plan
RCA	Root Cause Analysis
REF	Reference
RHA	Reduced Hazard Ammunition
RN	Registered Nurse
SASS	Student Administration & Scheduling System
SCWR	Service Contract Work Request
SDS	Safety Data Sheets
SE	Sentinel Event
SIQ	Sick-In-Quarters
SOP	Standard Operating Procedures
SSD	Student Services Division
TAIRS	Training Accident/Incident Reporting System TDP
	Training Delivery Points
TE	Technical Exhibit
TMD	Training Management Division
TRC	Training Resources Coordination
WAE	Work as Employed
WHS	Workforce Health and Safety

PART 3: GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, SPACE, INFORMATION, OR SERVICES (GFP/E/S/S)

The Government retains the right to utilize any and all government furnished property whenever necessary, with the understanding its usage shall not adversely impact the Contractor's mission.

3.1 GOVERNMENT FURNISHED SPACE (GFS)

The Government will provide space for the operations under this Contract as indicated and described herein. It will provide adequate ingress and egress including a reasonable use of corridors, passageways, driveways, and loading platforms, if required. It will provide heating, air conditioning, lighting, ventilation, and utilities. All other facilities, services, equipment and supplies are the responsibility of the Contractor.

In addition, the Government will make sure improvements and alterations as it may deem necessary or desirable to prepare or recondition assigned space for its intended purpose including improvements and alterations necessary to conform to applicable health and sanitary requirements. The Government will also maintain and repair the building structure provided that the Contractor shall bear the expense of repairs necessary because of its own or its employee's negligence. Note: Part 9, Attachment 4, Notifiable Diseases Poster 1.07.2025 will be posted in Glynco facilities.

FLETC-Glynco, Georgia:

Trailer 759 – Health Unit: This space is 4,624± square feet consisting of the following areas:

Trailer 759 – Health Unit	Square Footage
Lobby	642
Restrooms	161
Offices	213
Hallways/Corridors	904
Exam Rooms	1,250
Pharmacy	213
Breakroom	213
Closet	296
Labs	130
File & Reception Room	386
Work Area	216
Total Square Footage	**4,624**

FLETC-Charleston, South Carolina:

Building 46 – Health Unit: This space is 1,777± square feet consisting of the following areas:

Building 46 – Health Unit	Square Footage
Lobby	379
Restrooms	185
Offices	117
Office Corridor	288
Exam Rooms	808
Total Square Footage	**1,777**

FLETC-Artesia, New Mexico:

Building 2 – PTD Health Unit: This space is 3,236± square feet consisting of the following areas:

Building 2 – PTD Health Unit	Square Footage
Lobby	80
Reception	150
Restrooms	64
Offices	485
AT Office	138
Therapy	159
Office Corridor	650
Exam Rooms	634
Pharmacy	106
Storage	353
Treatment Area	417
Total Square Footage	**3,236**

Building 1011 – Triage: This space is 2,432± square feet consisting of the following area:

Building 1011 - Triage	Square Footage
Triage	2,432
Total Square Footage	**2,432**

FLETC-Cheltenham, Maryland:

No Health Unit facility on site: The outreach nurse provides Health Screenings on site in various conference room/rooms.	Square Footage
	0
Total Square Footage	**0**

The Contractor shall ensure that contract employees do not construct any new building facilities or structures on FLETC property nor make any structural changes or alterations on the provided buildings without the express written approval of the Contracting Officer. If approved, Contractor requested alterations shall be provided at no additional cost to the Government.

Structural repairs required during the term of the contract shall be reported to the CO/COR for appropriate action. For damage needing repair that is not attributable to normal wear and tear, but caused by the Contractor or their employees, the Contractor shall reimburse the Government. Structural repairs are a government furnished service. If services are needed, the Contractor shall notify the COR who will determine what actions need to be taken.

The Contractor shall assume responsibility for safekeeping those portions of the facility provided for their use and shall take necessary precautions to prevent fire hazards, odors, accumulation of toxic fumes, and vermin. Upon completion of the contract, these facilities shall be returned to the Government in the same condition except for reasonable wear and tear. The Contractor and the COR shall conduct a joint inventory at start of the contract and at exercise option periods.

During normal business hours the Contractor shall coordinate with the COR for issues such as water leaks, power failures, etc. that may affect the safety of personnel or Government property. All after hour emergencies shall be referred to FLETC Security at the applicable TDP. The Contractor shall notify the CO/COR immediately after notification to FMD and FLETC Security.

3.2 Government Furnished Property and Equipment (GFP/E):

The Government shall provide, without cost, GFP/E, accountable and non-accountable, which includes specialty and medical equipment, and associated systems. The Accountable & Non-Accountable GFP Inventory for Glynco, Artesia, and Charleston sites, shall be inventoried annually by the Government (Part 9, Technical Exhibit 9 through 11). Government furnished property shall be managed as set forth in FAR part 45, HSAR supplements, and FD/FM 144-02 Personal Property Asset Management Program. The GFP/E shall not be construed as sufficient or adequate to meet the requirements of the contract, the Contractor shall provide any additional or state of the art equipment, as well as consumable and general office supplies needed to perform the requirements of this contract. A joint inventory will be conducted with the Incumbent Contractor, the new Contractor, and the COR during phase-in. The new Contractor is required to submit a Joint Inventory Report to the CO/COR not later than ten (10) calendar days after the completion of the joint inventory. Unless otherwise stated in the contract, the Contractor assumes all risk of loss and shall be responsible for any loss of or damage to GFP/E provided under this contract. At the completion of this contract all GFP/E shall promptly be returned to the Government in good condition, fair wear and tear

accepted. The Contractor shall inventory all property (accountable and non-accountable) annually at the end of each fiscal year or at any time specified by the Government in accordance with FD/FM 144-02 Personal Property Asset Management Program.

If GFP/E is no longer usable due to wear, breakage, or obsolescence. All replacement Government furnished items shall be of a quality and quantity in keeping with that provided by the Government as determined by the CO. The Contractor shall maintain the inventory and the formulary at the same level(s) as the original inventory and formulary when the Contractor took possession of the health units. For each TDP, this will be a monthly firm fixed price for each specific TDPs CLIN.

This requirement will be an inspection item as shown in the Performance Requirement Summary (PRS) to check for valid expiration dates, to ensure the medications being dispensed have not passed the printed expiration day. Inspections will verify the types and the count of medications and other health care supplies. The PRS shall include also inspect the Health Records to ensure the health unit staff provides prescriptions (medications, DME, and POC testing) that are dispensed at the health unit(s) rather than at another location off Center.

The Contractor shall identify excess, obsolete, or worn-out Government property by promptly completing and submitting to the COR a Survey Report FTC-ALM-44 (11/22) (Part 9, Attachment 5). Along with the Survey Report, the Contractor shall complete and submit a Move Order Request Form, FTC-ALM-46 (3/22) (Part 9, Attachment 6) to the COR for removal. Upon request, the Contractor shall provide an updated inventory list showing all receipts and/or transfers of GFP/E.

The listing shall include, at a minimum:

(1) Contract Number and Name
(2) Property Number, if applicable
(3) Property Nomenclature, Serial Number and Model Number
(4) Monetary Value, if applicable
(5) Date of Purchase

The Government will provide 16 laptops/computers, 15 monitors, 4 scanners and 6 printers in support of the requirements of this contract. These computers are only to be used in the performance of the Health Services Contract. The Contractor shall provide all paper products, and the manufacturer recommended ink cartridges required for the GFE printer(s). Access to the FLETCnet and other FLETC programs and system will include SASS. SASS enables the Contractor to run reports such as Class Rosters and Health Screening appointments.

The Contractor employees with access shall be required to complete IT Security Awareness Training and submit their certificate to the COR before being able to log on the network. In addition, all employees that have access to the Government furnished laptops must be

aware and provide strict adherence to the requirements of this contract and FLETC Information Technology Security policies, regulations, and directives, refer to Part 7 Applicable Publications and Technical Library (Current Editions).

Government Furnished Vehicles:
The Government will provide one electric golf cart to the Contractor that shall be utilized at Glynco as an "emergency vehicle" on Center and will be reflected on the GFP inventory for this contract. Additional vehicles (vans or sedans) will be provided by the Government at Artesia, NM, Charleston, SC (sedan), and Glynco, GA (two vans). No vehicles will be provided at Cheltenham, MD. These vehicles shall be used to transport students to the ERs, appointments with specialists, and pick up prescription medications that the Health Unit does not provide.

Audiometer: The Government will provide an Audiometer.

Local Property Officer: At the time of pre-performance conference, the Contractor shall identify the staff positions in which a Local Property Officer (LPO) and an Alternate Local Property Officer (ALPO) shall be assigned in writing to the CO/COR. Annual LPO training is required and is provided by FLETC. The Government will notify the Contractor of required training dates. The LPO and the ALPO shall be required to attend this one-hour class per year at no additional cost to the Government.

All GFP/E, accountable and non-accountable, shall be inventoried during Phase-In, Phase-Out and annually.

The contractor shall maintain current records of all Government furnished property (accountable and non-accountable) and material used in contract operations properly indicating additions, replacements, and removals. GFP shall be managed in accordance with the guidelines set forth in the GFP clause. The Contractor shall maintain internal property control records in such condition that at all times the location, use, and security shall be readily ascertained. Property records shall be made available to the COR upon request.

Any deficiencies found in the GFP/E when inventoried at award, shall immediately be called to the attention of the COR so corrective action may be taken.

NOTE: Government Furnished Equipment, accountable or non-accountable, shall not be removed from FLETC facilities, unless otherwise permitted by the CO/COR.

3.3 Government Furnished Services:

Training: The Government will provide periodic and refresher training in accordance with FLETC policies on: Property Management, IT Security Training, FLETCnet, SASS, Environmental Compliance, Hazardous Waste Management, Active Shooter Training, Safety & Environmental Training, Local Property Office Training, etc. at no cost to the

Contractor. The Contractor shall ensure employees whose responsibilities are applicable to the training being offered shall attend scheduled training with no additional cost to the Government. Within three (3) calendar days of an employee being provided access to the Government furnished computer, that employee must complete IT Security Awareness Training. This is an annual requirement.

Reporting: Active Shooter Training is furnished to contractors by the government and the contractor shall make his staff available to complete this training at no additional cost to the Government. The Contractor shall deliver to the CO/COR an Active Shooter Training List within the first thirty days of performance, and semi-annually on the first day of October and April. The Active Shooter Threat Training List shall 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 will be provided at award.

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

Utilities: The Government will furnish electrical power, sewer service, a Center-only telephone line, a fax line, intranet and water at no cost to the Contractor during the performance of this contract. It will be the Contractor's responsibility to provide any other telephone lines to be used for local and long-distance calling. The company's internet access shall be the Contractor's responsibility. As a result of systems security on Center, should the Contractor require full internet service, it shall be at the Contractor's expense and internet provider access must be approved by the CO/COR prior to installation. Utilities used by the Contractor shall be used only for the performance of work related to this contract.

Conservation: The Government and its Contractors shall use best practices when utilizing energy and water resources, ensuring energy conservation initiatives are attained. The Contractor shall actively participate in all energy conservation efforts and programs applicable to work performed under this contract. The Contractor shall instruct employees in energy and water conservation practices, including 1) Lights shall be used only in areas where and when work is actually being performed, 2) Mechanical equipment control for heating, ventilation, and air conditioning systems shall be adjusted by designated maintenance personnel only, 3) Water faucets or valves shall be turned off when not in use, 4) Reporting of faulty utilities systems.

Trash Disposal: The Government will provide outdoor trash dumpsters, cigarette receptacles, and related trash pick-up. Hazardous waste shall not be placed in common refuse containers.

Biohazardous waste containers: The Government will provide one biohazardous waste container for use by the Health Unit and the Athletic Trainers' Office at Glynco. The

government will provide one biohazardous waste container for use by the Health Unit in Artesia and Charleston. These containers are provided by the Solid Waste Contractor. They shall be approved containers that meet federal, state and local requirements for the storage of regulated medical waste. The containers shall be labeled and equipped with a locking device.

Recycling Containers: It is the responsibility of the Contractor to recycle as much and as often as possible.

Software and Other Services:

Student Administration & Scheduling System (SASS): Software program updated and maintained throughout FLETC. Reports such as Class Rosters and Class Schedules are located in SASS. Class Rosters are required for the Health Services Contract. Class Schedules are one way to identify scheduled Health Screenings for new students. The Contractor shall designate specific people they want to have access to the FLETCnet and SASS. FLETC will provide the appropriate training on this software.

SASS Electronic Medical Record (EMR): The government will provide an electronic medical record in SASS that the contractor shall use for daily medical records for all students, MSP participants, and emergency patients. This system will be opened to the medical staff beginning on the first day of Phase-in with specific permissions assigned by the Organization Health Division (OHD) Chief Medical Officer (CMO), and the COR.

Government Email Accounts: As part of FLETC, specified members of the Health Services Contract office staff will be required to have FLETC email accounts. These accounts will be used for correspondence with the CO/COR and other Government personnel. These government email accounts shall only be used in the performance of the Health Services Contract.

Distribution: The Contractor is allowed to use FLETC-wide distribution method of mail to buildings on FLETC (guard mail) when required. Guard mail may also be utilized from one Training Delivery Point (TDP) to another. The Contractor may use the U.S. Postal Service located in Building 741, at their own expense, for mail and packages that are not addressed to FLETC.

Chief Medical Officer (CMO): The CMO is responsible for the planning, direction and oversight of the FLETC Organizational Health Division (OHD) which reflect the plans, policies and scope of FLETC enterprise-wide medical services. The CMO is a physician who is board certified in Occupational and Environmental Medicine (OEM) physician. The CMO serves as the Chief Medical Officer (CMO) and OEM subject matter expert (SME) across the FLETC enterprise. The CMO strives to enhance lifelong Law Enforcement Officer (LEO) mental and physical well-being, resiliency and conditioning. The CMO liaises for the Office of Health Security (OHS) at DHS Headquarters and the FLETC

Enterprise.

One of the most important roles of the CMO is to communicate with the Partner Organization Medical Representatives to apprise them of the health conditions of trainees and detailees who are injured or become ill due to some aspect of residential training. The CMO shall communicate regularly with the COR and the Health Services Contractor to maintain a lower-risk training environment and to be cognizant of the injuries and/or illnesses the Contractor is treating. The CMO shall have access to the contractor's OEM doctor on an as needed basis to discuss various cases.

The CMO is responsible for Medical Quality Management (MQM) execution and reporting to include performance improvement and oversight, including credentialing and risk management programs. Through the identification of injury trends and compliance with DHS and FLETC Directives, as well as OSHA recordkeeping and CDC guidance, the CMO improves the safety and decreases the risks of FLETC LEO Training.

The OHD supervises the federal Athletic Trainers. The CMO maintains medical licenses per states' requirements to provide medical oversight to the federal Athletic Trainers.

Through the COR, the CMO collaborates with the contracted FLETC Health Units to facilitate information flow between healthcare clinicians/hospitals and relevant FLETC offices about occupational and nonoccupational injuries, injury rates, identification of risks, and mitigation strategies. The CMO works with the EEOC, including the Reasonable Accommodation process, as it applies to the FLETC staff work environment and LEO training.

The CMO is involved in isolating and defining unprecedented and unknown OEM issues and conditions; formulating and exploring new theories and phenomena; developing, testing, and advising on new approaches, theories, or methods; and/or providing expert advice and guidance to officials, administrators, and healthcare clinicians on concerns that impact the FLETC training mission. The CMO works with overall leadership in Emergency Management as well as Pandemic Planning.

The CMO liaises with the FLETC Office of Workers' Compensation Program (OWCP) and ECOMP providing medical review and makes recommendations to FLETC and PO leadership for training restrictions. The CMO works with the Human Resources Benefits Specialist in the Workforce Relations Branch (WRB) of the FLETC Human Capital Office (HCO) and PO Workers' Compensation offices. Environmental Safety Branch (ESB) of the Facilities

Management Division (FMD) and the CMO work hand-in-hand to investigate safety concerns, injuries and illnesses; and to support OSHA compliance.

3.4 Quality Assurance & Inspecting:

The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP) (Part 9, Technical Exhibit 1). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect(s) rate.

The COR is required to ascertain whether the services provided by the Contractor are at an acceptable level and in conformance with the terms and conditions of this contract. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which they are responsible. The Government's QA is not a substitute for QC by the Contractor; the COR will conduct surveillance on the implementation and effectiveness of the Contractor's QCP.

3.5 Nonconforming Services:

The Government will inspect the services required herein in accordance with FAR Clause 52.212- 4 Contract Terms and Conditions – Commercial Items. The Government will reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in accordance with the PRS. If the Contractor does not provide services that conform to the terms and conditions of this contract, and cannot be corrected by re- performance, the contract cost will be reduced to reflect the reduced value of the services performed. The Government will reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed. The Contracting Officer will provide a negative report in SAM.gov or CPARS, if applicable, for all noncompliance services or supply items.

3.6 Performance Information/Documentation:

In addition to Inspection documentation on specific tasks required by the Contractor, the following general aspects of contract performance will also be documented as Contractor performance information in accordance with FAR 42.15: Contractor Performance Information, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's records of forecasting and controlling costs; the Contractor's adherence to contract schedules, including the administrative aspects of contract performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interest of the customer. This information may be shared with other Government Agencies and used for evaluation purposes for future contract award consideration.

PART 4:CONTRACTOR FURNISHED PROPERTY, ITEMS AND RESPONSIBILITIES

4.1 Contractor shall provide all necessary items to support successful performance of this contract unless otherwise stated in the PWS, Part 3.

4.2 Other than the laptops, computers, monitors, scanners, and printers discussed in Part 3 as Non-Accountable Government Furnished Equipment, the Contractor shall provide any additional laptops, computers, monitors, scanners, and printers they require to conduct cross-enterprise business.

4.3 The Contractor shall provide all office supplies, calculators, paper, envelopes, pens, pencils, and any other office supply type item they will need to conduct business to meet the requirements of this contract.

4.4 The Contractor shall provide cell phones for the dedicated use of each Health Unit Emergency Medical Team member in Artesia, Charleston, and Glynco; Project Manager; and Alternate Project Manager.

4.5 The Contractor shall provide defibrillators and shall ensure that one (1) Automated External Defibrillator (AED) is available at all times at Health Units in Artesia, Charleston, and Glynco. The Contractor shall provide one (1) AED to be kept in each emergency bag at each identified Health Unit. All AEDs shall be maintained by the Contractor in working order and up to date, to include pads and current emergency response team training. At the request of the CO/COR, the Contractor shall provide proof of current AED training completion for each emergency response team member, nurses, Physician Assistants, Nurse Practitioners, administrative staff, Health Unit drivers. For every use of the AED, the Contractor shall email the AED record to OHD. The Contractor shall produce and provide as requested all maintenance records.

4.6 Advanced Cardiac Life Support (ACLS) and Basic Life Support (BLS) Certifications: The Contractor shall ensure that the Emergency Medical Team members at Artesia, Charleston, and Glynco are certified at the contract start date and recertified every two (2) years in Advanced Cardiovascular Life Support (ACLS) <u>and</u> Basic Life Support (BLS). Per shift, one medical clinician with ACLS certification shall remain in the Health Unit during the time the Emergency Medical Team is deployed. All other medical clinicians, administrative staff and Health Unit drivers shall be certified in BLS at the contract start date and recertified every two (2) years thereafter. Certifications of ACLS and BLS shall be submitted to the COR/COR/CMO fifteen (15) calendar days after award and as changes occur.

4.7 Cheltenham Off-Site Medical Equipment, Services, and Supplies:

(1) The Contractor shall provide the required services at a medical facility off-site in Cheltenham, MD. All medical equipment, supplies, and support services to provide health screenings for students shall be available at this chosen facility while attending Center

Advanced training programs that contain physical training components at a medical facility off-site.

(2) The Contractor shall perform certain on-site requested services for staff (i.e., immunizations, etc.) at the Cheltenham site.

(3) The Contractor shall provide an off-site medical facility outfitted with all equipment, materials, supplies, and personnel required to conduct annual physical examinations and testing of Cheltenham employees in conformance with the procedures set forth in the MSP, to include an audiograms and blood work.

(4) The Contractor-provided facility shall be located within 25 miles of Cheltenham, MD and equipped and staffed to provide required testing at this one location and in the course of a single day.

(5) If the Contractor recommends the student or staff member get additional evaluation/treatment and the student/staff member declines hospital/ED/urgent care/specialist recommendation, the Contractor shall notify the COR immediately, who will notify the CMO and CO. The declination shall be documented using the Against Medical Advice (AMA) form in Part 9, Attachment 7.

4.8 Audiometer:

The government provided audiometer will allow the Contractor to print audiograms for hearing surveillance program for FLETC and PO staff detailed to FLETC. The Contractor shall be responsible for the cost of annual calibration and software updates for the Audiometer. The Contractor shall schedule the annual calibration and software updates at times that are consistent with low student activity periods.

4.9 Quality Control:

Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services/supplies to the Government. Requirements for Contractors Quality Control Plan (QCP) are detailed in PWS Part 6.1.

4.9.1 The Government's QASP is not a substitute for Quality Control by the Contractor; the COR will conduct surveillance on the implementation and effectiveness of the Contractor Quality Control. The Contractor enters into the agreement of this contract with the understanding of the Government's position that the Contractor holds full responsibility for any deficiencies and/or unsatisfactory condition(s) even as a result of actions by their designated sub-contractor(s) and/or other parties of whom they have an agreement within the performance of the requirements and services of this contract.

4.9.2 Part 9**,** Technical Exhibit 2, Performance Requirements Summary (PRS) states the inspectable tasks associated in PWS Part 5, Specific Task.

PART 5: SPECIFIC TASKS

5.1 BASIC SERVICES:

The Contractor shall provide qualified Health Unit (Clinic) staff during the hours of operation to provide the required services as discussed herein. Some of the services that shall be required are staffing, billing, scheduling, managing medical records within the Electronic Medical Record (EMR), and using government provided medical equipment.

The contract staff for the Artesia, Charleston and Glynco TDP's shall have the capability and expertise to understand, control, consult, manage, all aspects regarding the medical operation for clinics providing healthcare (examples: emergency response, urgent care, health screenings, medical surveillance, occupational medicine, and during a pandemic-type scenario). The contract staff shall also have expertise regarding medical laws/regulations, pharmaceutical dispensing/administration, medical forms operations, and enterprise implementation of updates.
HIPPA appropriate maintenance and release of health records including interstate, interagency, private sector, and federal entities.

The contractor shall provide site-specific medical procedure manuals, hard copy or electronic, in each of the three (3) Health Units for clinic staff reference. The contractor's Procedures Manual shall reflect the Contractor's understanding of FLETC site-specific clinic operations and procedures. This manual shall include sound practices for satisfying requirements such as Health Screenings, daily patient processing, and other such requirements of this contract. This manual shall be due to the CO/COR ten (10) calendar days after award and shall be updated at least every six months and reviewed by the COR upon request. The following FLETC Directives and Manuals are applicable to these requirements:

(1) FD/FM 066-04 Heat Stress Guidance
(2) FD/FM 70-09 Occupational Safety and Health Program
(3) FD/FM 248-01 Health Services Provided by the Federal Law Enforcement Centers

The goal of the Health Services Contractor shall be to evaluate illnesses and injuries in order to provide recommendations for treatment and training. The Contractor shall make recommendations to OHD for training restrictions and prognoses. In cases of serious illnesses and injuries, where the student will be required to miss three or more training days, the Contractor shall notify OHD COR and the CMO. It is expected that the Contractor shall use their training and experience to apply the outside clinicians' recommendations for restrictions. Activity as tolerated as a restriction is not acceptable. The Contractor shall consult with their Occupational Medicine physician if there is a question about the applicability of the outside clinicians' restriction(s) recommendations.

The Contractor shall be required to provide health screenings for students and medical surveillance for FLETC staff and Detailees in Cheltenham, MD.

5.2 Contractor Management and Staff Requirements:

5.2.1 Glynco, Artesia, and Charleston:
The contractor shall manage the total work effort associated with the operation of the health units at the three (3) sites identified throughout this contract and all other services required herein for timely, successful, performance of these services. Within this function shall be a full range of management duties including, but not limited to, planning, scheduling (i.e. SASS), report preparation, establishing/maintaining records, quality control, and waste management. The contractor shall provide an adequate staff of personnel with the necessary management and experience to assure successful performance at each site.

5.2.2 Workdays: Work in accordance with this specification and during the hours in which the service is to be performed. (See Part 5.9) The Health Unit at each of the three (3) sites shall be open on all training days. However, due to unforeseen circumstances, the Health Unit staff at any of the three sites may be required to work weekends and/or federal holidays to support training. All three (3) Health Units shall be staffed as required to handle the total work effort associated with the operation of the Health Units daily functions. The staffing for each of the three (3) Health Units shall include coverage for peak hours, (early morning, prior to class, lunchtime, and after class) and the ability to respond to simultaneous emergencies, one in-clinic and one out-of-clinic/campus emergency.

5.2.3 Work Hours Outside Regular Hours: Work outside of regular working hours and/or hours defined herein shall be performed at the Contractor's expense unless additional hours have been requested through the COR and approved in advance by the CO. In the event this occurs, a Task Order will be issued by the Contracting Officer to cover the services required for these additional hours.

5.3 Clinic Manager:

Prior to the performance period start date, but no later than at the pre-performance conference, the Contractor shall submit, in writing to the COR and Contracting Officer, the names and resumes of the Clinic Managers at Artesia, NM and Charleston, SC. The designation letters for the Clinic Managers and any alternate (if applicable), shall include telephone numbers at which contact may be made at all times, and the assigned normal area of responsibility.

These individuals shall be responsible for the overall management and coordination for the work required under this SOW and shall act as each Health Unit's point of contact with FLETC at their assigned training delivery site. These two (2) Clinic Managers shall have the authority to speak and act on behalf of the contractor in governmental matters related

to providing services under this contract. The Contractor shall include in the designation letters any limitations on the Clinic Manager's ability to bind the clinic staff to changes or adjustments.

5.4 Contractor Provided Staff:

5.4.1 The Contractor shall provide all staffing for operation of the Health Units in Artesia, Charleston, and Glynco during the hours specified in the below section, SPECIFIC REQUIREMENTS, WORK SCHEDULE. The Contractor shall provide staffing specific to the medical services demands of each site based on SASS and MSP requirements. The staffing may include any or all of the following occupational staffing:

A. Physician
B. Physician Assistant (PA)
C. Nurse Practitioner (NP)
D. Registered Nurse (RN)
E. Licensed Practical Nurse (LPN)
F. Medical Assistant/Administrative (MA)
G. Waived Lab Director for CLIA compliance

Artesia shall also require the Contractor to provide:

A. Athletic Trainer(s)

5.4.2 The Contractor shall ensure that all staff comply with the educational, experience, and licensing requirements for employment at a federal medical facility at each state/location, per DHS 248-02, Medical Credentials Management System (See Part 7, Technical Library). Each of the three Health Units shall have a Physician on site for a minimum of 20 hours per week. It is the Contractor's obligation to determine staffing necessary to fulfill the requirements of this contract:

(1) Physician shall (i) have a valid, unencumbered medical license in the state for which they are hired as per DHS 248-02, Medical Credentials Management System (See Part 7, Technical Library); (ii) have three (3) years medical field experience, including urgent care, within the last five (5) years; and (iii) possess a Physician's valid Drug Enforcement Administration (DEA) Number. The Contractor shall provide evidence of current board certification and state licensure for RN, PA, NP, and Physicians. In addition, board certifications for the Physicians shall be in Family Practice, Internal Medicine (including Internal Medicine specialties), Emergency Medicine, or preferably Occupational and Environmental Medicine.

(2) Physician's Assistant, Nurse Practitioner, Registered Nurse, and Licensed Practical Nurse shall (i) have a valid, unencumbered license in the state for which they are hired as per DHS 248-02, Medical Credentials Management System (See Part 7, Technical Library); and (ii) have one (1) year healthcare field experience, including urgent care, within the last three (3) years and (iii) possess a Physician's Assistant or

Nurse Practitioner's valid Drug Enforcement Administration (DEA) Number.

(3) Clinicians from NP/PA to Physicians shall be required to have a valid DEA number and maintain professional liability insurance with coverage limits per year no less than $1 million per claim and $3 million aggregate limit for all claims at all times while performing work under this contract. The clinicians from NP/PA to Physicians shall also secure and maintain tail coverage providing continued coverage for a minimum of three years following the end of the Health Services Contract for any claims arising from professional services rendered pursuant to this contract. This information shall be submitted for each person ten (10) days after award.

(4) Waived Lab Director for CLIA Certification shall complete Sections 1 through 6 and 9 through 10 on the Clinical Laboratory Improvement Amendments (CLIA) Application for Certification. This Lab Director may be the Physician for the Health Unit or may be a separate position. The contractor employee to fill this requirement shall be at the discretion of the contractor, as long as the employee meets the CLIA Certified requirement.

a. The New Mexico Health Care Authority requires the clinic to have a valid and up to date CLIA certificate of waiver and that the clinic follows manufacturers' Instructions for the test kits.

(5) The Contractor shall obtain certification of waiver, for each contractor-run health unit (Artesia, NM; Charleston, SC; and Glynco, GA Health Units) and any subcontracted medical facility (Cheltenham, MD) that performs point of care (POC) testing, through the Clinical Laboratory Improvement Amendments (CLIA) of 1988. The Contractor shall be responsible for understanding and complying with all Federal and State regulations governing point of care testing to include applying for and maintaining a current CLIA certificate to cover each medical unit, staff completion of all CLIA training, annual verification of competence in performance of testing for each staff on each type of POC test, annual Ishihara screening for staff, and maintenance of a CLIA manual with instructions on how to perform any POC test and perform any needed controls for those tests. CLIA POC testing shall include:

ANALYTE / TEST
Blood Glucose Test
Streptococcus group A
Influenza A/B
Urinalysis
Pregnancy Test
Cholesterol

Sars-COVID-19 Antigen
Pregnancy Testing
Mononucleosis
HbA1C Testing

CLIA waiver/certification is required to be provided to the CO, COR, and CMO within 30 calendar days following contract award.

(6) Point-of-Care tests are waived under the Clinical Laboratory Improvement Amendments (CLIA) of 1988. Health Units that conduct point-of-care (POC) testing, must obtain a certificate of waiver.

Before applying for a CLIA Certificate of Waiver, you must know which tests you want to provide. A list of CLIA-waived tests is available at the U.S. Food & Drug Administration website. U.S. Food & Drug Administration website. Then, complete the CLIA application form, CMS-116, and mail it to your CLIA State Agency contact CLIA State Agency contact based on your Health Unit location. In addition to completing a CLIA-waiver Health Units must pay applicable certificate fees certificate fees every two years and update CLIA waivers each time a new test is added to workflow.

Ensure protocols are in place that define point-of-care testing procedures for each device used and disease state encountered. It is imperative to follow manufacturer test instructions and obey CLIA regulations. The Health Services Contractor shall provide both POC testing and vaccinations to students and staff. The Contractor shall have policies in place regarding record keeping, needle-stick prevention, blood borne pathogen training, and proper disposal of sharps and samples. This POC Testing and Vaccinations Plan shall be due ten (10) days after award of the contract to the CO, COR, and CMO for approval.

5.4.3 The Contractor shall notify the CO/COR, within 24 to 48 hours, when one of the positions are vacated at any of the TDPs. Within 36 business hours, the Contractor shall have an employee designated as full-time "acting" in the vacated position. Vacated position shall be filled with permanent, qualified personnel within thirty (30) calendar days. When appropriate candidate is selected, the Contractor shall ensure that all applicable requirements are met for that position. If the vacated position is one of the Key Personnel mentioned in this PWS, the Contractor shall submit the newly recruited personnel's resume to the CO/COR/CMO for approval.

5.4.4 The Contractor shall evaluate internal staffing requirements periodically and adjust

as appropriate. The Contractor shall ensure that any alteration in number or type of staff provided is approved in writing by the Contracting Officer or designated authorized representatives.

The Contractor shall provide "as needed" staff (PRN) when applicable if the student population increases to prevent delays in student treatment and health screenings.
A Physician's Assistant (PA) and/or Nurse Practitioner (NP) substitution for the Physician is authorized for short absences, sick days, and reasonable vacation periods. Absences over two weeks are subject to approval of the COR and shall have approval before each scheduled leave begins.

5.4.5 The Contractor shall provide a board certified Occupational and Environmental Medicine (OEM) physician consultant to provide oversight of contractor clinicians. This position is not required to work on Center, but they shall be available to the CMO by phone or via internet to meet and discuss questions and concerns. The Contractor shall ensure that the OEM physician has the education, experience, and appropriate certification, accreditation and availability required to provide specialized recommendations or assessments concerning medical requirements. The OEM physician must have a current knowledge of applicable Federal and State regulatory requirements and have at least five (5) years' experience in similar working or consultant status with Federal/OSHA agencies.

5.4.6 The Contractor shall ensure that all referrals to outside clinicians are documented, scanned into the medical record/EMR, and taken into consideration; however, the Health Unit clinicians shall consider the FLETC/PO training requirements and shall make the final medical restriction recommendation(s).

5.4.7 Athletic Trainer (See Part 7, Technical Library)– Artesia Athletic Trainer shall:

(1) The Contractor shall provide Athletic Trainer(s) for the Artesia, New Mexico TDP. (See Part 7, Technical Library – New Mexico Laws for Athletic Trainers)

(2) Be under the advice and consent of a licensed Health Unit physician, "means a licensed physician who assumes responsibility for providing medical consultative support to the athletic trainer's practice".

(3) Practices the treatment, prevention, care, and rehabilitation of injuries incurred by trainees,

(4) Possesses an up-to-date license in the state of New Mexico which includes proof of continuing education, current cardiopulmonary resuscitation, and certification in the use of AEDs for every renewal cycle.

(5) The athletic trainer shall maintain the name and address of the licensed physician and standing orders or protocols which are currently established for the trainer's practice. These records must be provided upon the request of the board or their designee. C. The athletic trainer shall maintain records which shall include: (1) documentation in accordance with Subsection B or

16.3.2.8 NMAC Title 16 – Occupational & Professional Licensing NM Admin Code - State Records Center & Archives ; (2) prescription for treatment of post-surgical conditions from the athlete's surgeon; and (3) consent for athlete's participation and for services in the event of illness or injury. (4) athlete's case records which shall be confidential and consistent with the NATA's or its successor organization's current code of ethics. [1/16/2000; 16.3.2.8 NMAC - Rn & A, 16 NMAC 3.2.8, 8/16/2001

(6) As an athletic trainer must possess the following qualifications and provide the required documentation with the application

(7) Provide proof of (1) current National Athletic Trainer's Association Board of Certification (NATABOC) certification; (2) proof of current American Heart Association Certification in Basic Life Support, including CPR and use of AED; (3) demonstrates professional competence by satisfactorily passing the New Mexico jurisprudence examination; and (4) demonstrates professional competency by satisfactorily passing the NATA examination (Reference: 16.3.4.8 APPLICANTS FOR LICENSURE: Complete Rulebook 11_08_2019.pdf (nm.gov))

(8) DHS requires BLS certification.

5.4.8 Athletic Trainer – Glynco, Charleston, and Cheltenham:

(1) FLETC will provide Athletic Trainers for the Glynco, Georgia and Charleston, South Carolina TDPs.

(2) No Athletic Trainers are required for the Cheltenham, MD TDP.

5.4.9 Medical Surveillance Program (MSP):

The Contractor shall be responsible for all costs for the OSHA/FLETC MSP. As applicable per the FLETC Safety Manual FD 70-09, this shall include histories and physicals, lab work, chest x- rays (including those requiring a B-reader), audiograms, and spirometry for the FLETC detailed and staff members who are part of the MSP program per **FD/FM 70.09 Occupational Safety and Health, Chapter 12, Respiratory Protection Program C.3**. Additionally, a licensed Health Care Professional must provide respiratory clearance. This includes a physician (MD or DO), NP, PA, or other licensed medical professional who has the appropriate training to evaluate medical questionnaires and to conduct medical evaluation for respirator use. To provide the required respiratory clearance as per FLETC Safety Manual 70-09, Chapter 12 Respiratory Protection Program C.3, the Contractor shall complete a FLETC Form 066-01-01 Request for Respirator Medical Clearance (See Part 9, Attachment 8) following the spirometry testing, which shall be provided to FLETC Safety Staff before fit testing. If an MSP participant is not cleared on all components, the Contractor shall notify the COR, CMO and the Safety Specialist.

Furthermore, OSHA regulations mandate the following:

- **1910.1001(l)(1)(ii)(A):** Employers must ensure that all required medical

examinations and procedures are conducted under the supervision of a licensed physician at no cost to the employee and at a reasonable time and place.

- **1910.1001(l)(1)(ii)(B):** Pulmonary function testing must be administered by individuals who have completed a spirometry training course from an appropriate academic or professional institution.

The Contractor shall ensure the spirometry for MSP FLETC staff and Detailees be administered in the Health Unit, or alternatively the Contractor may refer the MSP participant to a Pulmonologist who is familiar with NIOSH and OSHA Standards in occupational spirometry testing. In either case, the Contractor shall upload the results into the MSP database and the EMR. If MSP participant is sent to Pulmonologist off Center, the Contractor shall pay the Pulmonologist as part of the firm fixed price for Lab work testing/x-rays for the applicable site on pricing Schedule B.

5.4.9.1 OSHA's Noise Standard requires audiograms to be performed by individuals who are certified by the Council for Accreditation in Occupational Hearing Conservation (CAOHC). The Contractor shall ensure that MSP FLETC staff and Detailees, who require it, receive an annual audiogram which shall be conducted in the Health Unit by certified medical personal.

5.4.9.2 The Health Services contract staff who are qualified in EKG performance shall use the GFE EKG machine to perform EKGs on all who require it. The results of each EKG shall be uploaded into the Electronic Medical Record patient file.

5.4.10 The Contractor shall ensure that staff members have the appropriate training to meet OSHA and state standards to include the training required for the proper handling and usage of any applicable equipment and disposal of all controlled materials.

5.4.11 The Contractor shall ensure that all staff members in the Health Units are certified in American Heart Association Basic Life Support (BLS). The contract staff shall obtain and carry a BLS Provider Course Completion Card which is valid for two (2) years. This includes the Health Unit Driver.

5.4.12 There are currently approximately 735 employees who are required to take part in the MSP program annually. That number encompasses all four TDPs. The average number of students across all four TDPs at any time each month is 5,688.

5.5 Occupational Medicine Standards for Disease Outbreak or Pandemic Response:

5.5.1 The Contractor shall be responsible for ensuring compliance with industry standards and guidelines used in reviews of Occupational Health Centers across the United States, specifically National Institute of Standards and Technology (NIST) and the Accreditation Association for Ambulatory Health Care (AAAHC). These national accrediting bodies are widely recognized as national leaders who establish and monitor medical care standards.

During a Pandemic Event or other disease outbreak, the Contractor medical staff shall be responsible for reviewing updates to protocols to ensure continued compliance with standards and guidelines used by the aforementioned national leaders, such as National Institute of Occupational Safety and Health (NIOSH), OSHA and the Centers for Disease Control and Prevention (CDC). In the event of a pandemic or disease outbreak, the Contractor medical staff, including the OEM Physician, shall engage in consultation with the Organizational Health Division (OHD) and consider the DHSs Office of Health Security (OHS), OHD's CMO, COR and the CO's opinions, guidance, and directives regarding testing, vaccination, and quarantine/isolation/sick-in-quarters. The Contractor medical staff shall take such input into account while maintaining their professional judgment and compliance with applicable medical standards of care. The Health Unit shall evaluate and provide written notification whether the students are released to return to training or are cleared for travel. If students are isolated/quarantined during the event at Glynco, Student Services Division will provide each student's new dorm and room number to the Health Unit staff and all personnel with a need to know.

5.5.2 Safety Data Sheets (SDS): Prior to purchase, the SDS' for each new product/cleaning products shall be submitted to and approved through the COR by the Environmental and Safety Branch (ESB) of the Facilities Management Division (FMD). Prior to purchase, the SDS' for each new medication shall be submitted to the COR and approved by the CMO first and then ESB. Once each SDS is approved through ESB, the COR will notify the Contractor's staff that the product may then be purchased. The approved SDS shall be placed in the Safety Data Sheet binder with all of the other approved SDS. Semi-annually, the Contractor shall research and update, if necessary, each SDS if there is a more recent version of it online. This includes changes in brand names if different brand names are bought/used. Each contract employee shall know the location of the SDS binder at all times and if asked, shall be able to locate the proper SDS for a specific product/medication from the proper manufacturer.

5.6 Work Schedule:

(1) CORE Hours of Operation – The Contractor shall operate the three (3) Health Units during the core hours as follows:

(2) Glynco, Georgia Health Unit:
Monday through Friday, excluding Federal Holidays – 6:00 a.m. – 6:30 p.m.

(3) Charleston, South Carolina Health Unit:
Monday through Friday, excluding Federal Holidays – 7:00 a.m. – 5:30 p.m.

(4) Artesia, New Mexico Health Unit:
Monday through Friday, excluding Federal Holidays (if training is not in session) – 6:00 a.m. – 6:30 p.m.

(5) Cheltenham, Maryland:

FLETC-Cheltenham does not have an existing Health Unit. Services may be scheduled by FLETC during the following hours:

Student Health Screenings:
Monday through Friday when scheduled excluding Federal Holidays – 7:00 a.m. – 12:00 p.m.

Staff Physical Exams, Testing, Immunizations, and Medical Surveillance Program exams:
Monday through Friday excluding Federal Holidays – 7:00 a.m. – 4:30 p.m.

5.6.1 Operating hours may be adjusted by the Government with advanced notification made to the Contractor by the Contracting Officer, a minimum of 12 hours' notice.

5.6.2 Scheduled Non-Training Days:
The Contractor shall close the Health Unit(s) on designated "non-training" days, upon receiving "official notification" of such request. The Contractor shall be given three (3) business days in advance of the closure. The number of days affected is expected to be no more than five (5) days per fiscal year. The term "non-training day" is a FLETC identified and approved day in which training is not conducted. These non-training days may include the day after Thanksgiving and the day before and/or after Christmas. While not FLETC holidays, these are often designated as "non-training" days.

(1) The Contractor's notification for each affected training site will come from the Contracting Officer.
(2) Advance notice of closings – FLETC will provide advance notice to FLETC staff and students of the Health Unit closing date(s) and the Contractor shall post a notice on the Health Unit door to notify patients and staff & student population in advance of the Health Unit closure(s).

5.6.3 Unscheduled Non-Training Days:
On occasion, the FLETC Director makes the decision to close FLETC for the safety and security of the staff and students. These unscheduled closures may be for weather events such as hurricanes, tropical storms, flooding, ice storms, etc. When these events occur, FLETC will provide as much advanced notice as possible to the Contractor that a specific TDP will be closed for one day or until everyone is recalled. These unscheduled non-training days do not affect all TDPs at the same time. Usually only one or two TDPs are impacted at the time and the other TDP(s) will continue to train students and therefore will require the normal daily Health Unit staff at the TDP(s) that are not impacted.

(1) The Contractor's notification for each affected training site will come from the Contracting Officer.
(2) Notice of closings – FLETC will provide as much advance notice to FLETC staff and students of the Health Unit closing date(s) as possible, and the Contractor shall post a notice on the Health Unit door to notify patients and

staff & student population of the Health Unit closure(s).

5.7 Specific Services for Glynco, Artesia, and Charleston:

5.7.1 Services – The Contractor shall:

(1) Ensure that services are provided to students and staff in conformance with the procedures set forth in FLETC Directive 248-01 Health Services Provided by the Federal Law Enforcement Training Centers (See Part 7, Technical Library) .

a. All EMR clinician entries into the electronic medical record of encounters in the accepted SOAP note format. (See Part 7, Technical Library).

(2) Ensure that when a staff member self-identifies as being in "student" status (meaning the staff member is registered in a training program at FLETC), then the staff member shall be offered services the same as a student. The staff member will provide the training program/class name and number.

(3) The Health Unit may prescribe any of the medications shown on

(4) Part 9, Technical Exhibit 4, Formulary to the student. If the required medication is not on the list in Part 9, Technical Exhibit 4, the students should be advised that those prescriptions must be filled off-site at the student's expense.

(5) All medications listed in Part 9, Technical Exhibit 4, Formulary shall be stocked at all times in amounts consistent with projected needs. These medications shall have individual reorder points.

(6) Advise students and staff of the following:

i. With work related injuries and illnesses, individuals should complete the Training Accident/Incident Reporting System (TAIRS) Associate Director for Training Operations - Training Accident/Incident Review (TAIR) electronic questionnaire to document the circumstances of the event and to report the injury/illness to their Agency Representative and Program Specialist.

ii. The treating provider shall complete the Health Unit's portion of the TAIRS electronic questionnaire when medical treatment is required within 24 to 48 hours of patients being seen.

iii. For Workers' Compensation Injuries/Illnesses, the Health Unit should direct the patients to their respective Human Resources Representative and remind students to complete the applicable electronic eComp forms (CA-1 and CA-2).

iv. Unless medical expenses are covered by FLETC, the employing agency, or the Department of Labor, Office of Workers Compensation Program (OWCP), medical expenses are the responsibility of the injured or ill individual.

v. Ensure all medical records are identified as Occupational or Non-

Occupational. There shall be separate encounters in the EMR to keep Occ and Non-Occ encounters separate. If a student has both Occupational and Non-Occupational complaints, then the medical clinician shall make two separate encounters in the EMR on the same day.

vi. If the occupational injury/illness is serious enough to require the student to return to their duty station to recover, the student should present to their private physicians for those injuries and illnesses to be covered by the OWCP benefits.

vii. If the Contractor recommends the student or staff member get additional evaluation/treatment and the student/staff member declines hospital/ED/urgent care/specialist recommendation, the Contractor shall notify the COR immediately, who will notify the CMO and CO. The declination shall be documented using the Against Medical Advice (AMA) form in Part 9, Attachment 7. Notification of patient transport to the #FLETC-OHD (which include the COR and CMO) shall be submitted via email within one hour of transport and a follow-up email from PM/APM detailing what occurred and type of illness/injury treated. Both emails shall include the student's name and class name and number for PIV card.

viii. For accepted worker's compensation cases, the trainee shall continue treatment with the ECOMP-approved clinician or the Health Unit. The Health Unit shall schedule specialists' appointments for the trainee and shall continue to provide medical treatment and restriction assignment. For non-occupational conditions that arise the Health Unit shall provide urgent care, and first aid as required.

ix. In the event of a student or staff's request for restrictions that are not related to a pre-existing or new occupational injury or illness, the Contractor shall refer the student/staff member back to the applicable agency EEO office. (Reference 5 Code of Federal Regulations, Part 339, Medical Qualification Determinations.)

(7) Enter all information on any first aid and emergency treatment encounters for contractor's employees and the general public who have an emergency situation on Center into the EMR. If the current record does not accept this type of encounter, the Contractor shall create a searchable, electronic record of these encounters in the SOAP note format, which includes, full name, date of birth, Contractor's employer if applicable, and reason for being on Center.

5.7.2 Identification – The Contractor shall check the identification badge of every patient to ensure that the individual is eligible to receive services as a student at FLETC health units. This includes staff members who are enrolled in one of the training programs as a student but has a FLETC staff badge.

5.7.3 Transportation – The Contractor shall provide a driver at Artesia, Charleston, and Glynco Health Units for the purpose of non-emergency transportation of patients for health services. When the Health Unit is open, the Contractor shall transport the student/patient, to and from off- Center medical appointments, pharmaceutical pick-ups, and other medical services. The Contractor shall provide a spreadsheet on the last training day of each week, showing the student's names, class name and number, type of specialist they were sent to, and the reason for that specialist referral (Part 9, Attachment 9, Students Referred to Specialists - Weekly) (See also Technical Exhibit 14 List of Deliverables & Submittals).

5.7.4 Travel Clearance – The Contractor shall provide recommendations for travel clearances when necessary. These clearances are for injured, recovering, or ill students to drive, fly, or to be driven to their home duty station. The Contractor shall note on the travel clearance if an escort for the traveling student is advisable. Once issued to the student, the Health Units shall notify the COR and CMO of the Clearance to Tavel letter.

5.7.5 Medical Emergency Response:

5.7.5.1 The Emergency Medical Response Team shall consist of a driver, provider (NP/PA), and may include a physician. The providers/physicians shall have current ACLS certification.

5.7.5.2 The Contractor' Emergency Medical Response Team shall respond promptly following notification of injury/accident/acute trauma that occurs on FLETC and during the Health Unit hours of operation. The Emergency Medical Response Team shall provide medical treatment, including running the code, until EMS arrives and takes over.

5.7.5.3 The Contractor shall send email notifications of any Emergent or Non-Emergent Transports **<u>within 30 minutes</u>** of patient's departure by EMS or the Health Unit Van.

5.7.6 For Student Health Screening for Fitness Evaluation the Contractor shall:

(1) Provide the necessary staffing to conduct a health screening in conformance with the procedures set forth in FLETC Directive 500-14 Student Medical and Physical Requirements and FLETC Directive 248-01 Health Services Provided by the Federal Law Enforcement Training Centers.

(2) Perform health screenings scheduled in SASS for incoming students within the scheduled one-hour time period. The completed Health Questionnaire (See Part 9, Attachment 10, FLETC form 500-14-01 Health Questionnaire), FLETC form 254-01-01 Employee On-Duty Fitness Program Privacy Act (Part 9, Attachment 11), and FLETC form 500-14-02 Physical Performance Requirements (PPRS) (Part 9, Attachment 19) must

be reviewed with each student. Based on those three documents and any additional medical information from the personal physician of the students, the Health Unit shall make a medical determination to clear or to restrict each student. Explain that each restricted student shall be presented to the Health Unit for medical evaluation by physician or provider within 12 hours of being restricted. On the follow-up visit to the Health Unit, the physician/provider shall make the determination as to whether additional records/testing is required for clearance.

(3) If additional testing or evaluation is required, they shall be referred for medical evaluation by a specialist and the contractor shall inform the student that the cost of such referral will be the responsibility of the student unless covered by the employing agency or OWCP.

(4) Provide restriction recommendations to the COR and the CMO so FLETC or the Agency Program Manager may determine the possible program modifications necessary for the student's continued participation in training or they may determine to recycle the student at a later time.

(5) Provide recommendations on fitness for duty of Agency personnel treated at FLETC facility to the designated representative as needed. To assist in this process the Agency will provide a format for fitness for duty report and liaison directly with medical staff to answer any questions regarding format, issuance or use of fitness for duty report.

(6) FLETC anticipates the Health Screening form, the PPRs, and the Privacy Act are going to be available for electronic completion so they may be sent to the students prior to their arrival at the FLETC TDP where they will train. In addition to this expected change, OHD is developing forms for chronic diseases so the students may discuss the potential impact of FLETC training with their treating clinician. The respective agencies will send an email with links to each form to all incoming students, so that no student will be singled out. The intention is to make supplementary documentation available to all incoming students, regardless of medical history.

NOTE: ***During a Health Screening or any other medical encounter***, the Contractor SHALL NOT discuss or allude to termination from the program with a student. FLETC or Agency leadership considers many variables in determination of the removal of a student from training. The Health Unit clinicians shall make recommendations based on sound medical practices, history and physical findings, and not on the feelings or wishes of the students.

5.7.6.1 History, Physical Examinations, and Surveillance Testing:

Pre-Employment history and physical examinations shall be scheduled by the Contractor staff upon receipt of a request from the Human Capital Office (HCO) and conducted at the applicable Government Furnished Health Unit in Artesia, New Mexico; Charleston, South Carolina; or Glynco, Georgia. Since Cheltenham, MD does not have a health unit on Center, the Contractor may choose to perform work directly at an off-Center facility or

may sub-contract the services defined below.

a. **Staff** – The Contractor shall conduct employee examinations in conformance with the procedures set forth in the applicable DHS and FLETC Directives and associated manuals. See DHS and FLETC Directives and Policies in Part 7, Technical Library.

Upon receipt of FLETC notification, the Contractor staff shall schedule appointments for the MSP-identified FLETC Staff and Detailees.

a. **MSP** – The Contractor shall conduct or oversee the mandatory examinations of employees in conformance with the procedures set forth in (See Part 7, Technical Library) FD/FM 70-09, Occupational Safety and Health Program. It is expected that the Contractor shall follow the OSHA requirements/regulations when conducting the examinations.

5.7.6.2 OSHA Reporting Requirements for FLETC students, FLETC staff, PO staff and PO Students and Contractors:
See: Part 9, Technical Exhibit 13 – OSHA 300, 300A, 301 Forms and OSHA Recordable Injuries and Illness; Part 7, Technical Library – OSHA Definitions of Medical Treatment and First Aid; and Part 9, Attachment 12 – Weekly OSHA Recordable Injuries and Illness for FLETC and PO Staff and Students.

As students, staff and contractors report occupational/training-related injuries and illnesses, the Contractor shall log each OSHA Recordable injury and illness by date, time, name, class name and number, and agency. The Contractor is required to provide the COR and CMO via email with an Excel spreadsheet utilizing the format shown on the OSHA 300 Logs of Work- Related Injuries and Illnesses. This Excel spreadsheet shall be submitted sorted by agency/SASS class name and number the first training day of each week detailing the OSHA Recordable injuries and illnesses treated in the last week. This shall be an annual and ongoing spreadsheet that runs from February through January.(See List of Deliverables, OSHA Reporting Requirements for All FLETC and PO Students, FLETC Staff, Contractors, and PO Staff – Part 2)

If the patient is a FLETC or Participating Organization employee, they shall be labeled by their Job Title/Position Description, instead of class name and number, and the employing agency.

The Health Services Contractor shall report, by TDP, all occupational injuries and illnesses on the OSHA 300 Log. This log shall also be submitted to the COR and CMO on the first training day of the week for the previous week. .(See List of Deliverables, OSHA Reporting Requirements for All FLETC and PO Students, FLETC Staff, Contractors, and PO Staff – Part 1)

5.7.6.3 Testing of FLETC Directed and OSHA Mandated Staff, Detailee and WAEs Medical Surveillance – The Contractor shall:

(1) Perform testing (blood, hearing, EKG testing) and laboratory work in conformance with the procedures set forth in FLETC Directive 70-09, Occupational Safety and Health Program as part of the Medical Surveillance Program (MSP)(Part 7, Technical Library). Total number of staff member participants: 658 across the enterprise. This number will fluctuate as FLETC employees are added and removed from the MSP Program. The Government will provide an electronic list of MSP staff, detailee, and WAE names at the end of each month who are required to complete their MSP testing during the following month. Upon request from Safety, the Health Unit shall provide MSP support to complete OSHA paperwork.

(2) Review the list of the assigned MSP participants for that month. Verify that each participant shall receive accurate testing/exams by checking the requirements from the MSP app against the participant's current division.

(3) Refer to the MSP Booking app to ensure all assigned staff, detailees, and WAEs for the month have scheduled appointments for their laboratory testing, results review and physical, and/or audiogram. At the end of each month, the Contractor shall submit the MSP Report showing the names of all who completed the MSP requirements; those who scheduled but did not present/complete the requirements; and those who did not schedule/complete the requirements.

(4) Secure a process to order X-rays, including B-Read interpretations, required in conformance with the procedures set forth in FLETC Directive 70-09 and the MSP.

(5) The tests, x-rays, and B-Read interpretations shall be invoiced through the SCWR process.

(6) When notified, the Contractor shall review the completed employee Respiratory Clearance Packet and provide physician recommendation of medical clearance to Safety to be Fit Tested.

(7) At the beginning of each month, the completed testing report shall be submitted to the TDP MSP Program Manager, the TDP COR, the Glynco Safety Specialist, and FLETC OHD along with testing documents, a spreadsheet providing information regarding Respiratory Clearance Physician recommendation for all completed MSPs for the previous month. Included on this spreadsheet shall also be the Physician Recommendation for Fitness for duty by employee name.

5.7.6.4 Students - Testing for Illness/Injury – The Contractor shall:

(1) Be equipped to provide students with CLIA Waived Lab Point-of-Care testing such as rapid strep, COVID, flu, Rapid Monospot test, CDC recommended exposure testing, including virus/bacteria/parasites/radioactive, glucose testing, and urine dip at the

Health Unit.

(2) Refer the student for additional diagnostic and laboratory testing, in addition to those listed above, necessary to evaluate student illness or injury. Secure National Laboratory Contracts required to provide this service to the student. The Health Unit provider shall explain to the student that these additional tests shall be at their own expense unless covered by their agency or OWCP.

(3) Use Clinical Laboratory Improvement Amendments (CLIA) criteria to maintain compliance with Point-of-Care Testing and Waived Testing. (Part 7, Technical Library – GA, SC, NM CLIA Information)

(4) If transportation to ED or Urgent Care is recommended by the clinician, if the patient's response is an acceptance/declination, this information shall be documented in the EMR patient record, and an email shall be sent to #FLETC- OHD@fletc.dhs.gov and fletc_partnerorganizationliaisonoffice@fletc.dhs.gov.

(5) Release the student only to EMS, the Health Unit van driver, or the student's PO Representative for transportation to the ED or Urgent Care. If the student declines to follow the EMS/Health Unit recommendation for treatment at the ED/Urgent Care, the Health Unit shall make training restriction recommendations and notify the COR, OHD and CMO of their recommendation.

(6) Secure agreements with local physician groups to provide specialty care.

(7) If the expected restrictions are more than three training days, then the Contractor shall provide email notification to OHD, COR and CMO by the end of the second day of restriction; alternatively, the Contractor shall notify OHD, COR, and CMO by the end of the third restricted day.

(8) Refer to Part 9, Attachment 11, Prescriptions for Common Ailments.

5.7.7 Student and Staff/Detailees/WAEs Immunizations:

5.7.7.1 Routine Occupational Medicine Immunizations for students and staff, including Detailees, shall be provided according to recommendations and guidelines from the Government and the Centers for Disease Control and Prevention. When available by the manufacturer, the Health Unit shall stock and administer seasonal flu and COVID vaccines, routine vaccines such as tetanus shall be available at all times for urgent care/occupational conditions, such as wounds, burns and insect stings. The Contractor shall provide CDC recommended exposure testing and immunizations when students, staff, Detailees, and WAEs are exposed.

5.7.7.2 Special Immunizations Essential for Training Continuation: Per CDC Guidelines, when FDA approved/recommended vaccines are available for emerging diseases (such as COVID-19) shall be provided according to recommendations and guidelines from the CMO, the Contracting Officer, and the CDC, as appropriate. The patient's response to the offered vaccine, acceptance/declination, shall be documented in the EMR patient record.

5.8 Specific Services for Cheltenham Only:

5.8.1 Student Health Screenings for Fitness Evaluations (approximately 25 classes with 1 to 24 students per class).

5.8.2 Student Health Screenings will be scheduled by the government on an as-needed basis and shall be conducted at the Cheltenham off site facility in a space designated by the Contractor. The health screening schedule will be provided to the Contractor by the government in SASS. All appropriate forms will be provided by Cheltenham for medical surveillance at the Cheltenham off site facility. FLETC will provide delivery services for health screening paperwork via FLETC Guard Mail or other shipping services. Historically, there are 26-30 classes per year requiring health screenings in Cheltenham.

5.8.3 The Contractor shall:

(1) Perform a health screening for each individual student in the class and accomplish within the scheduled one-hour time period.

(2) Conduct a health screening in conformance with the procedures set forth in FLETC Directive 500-14, Student Medical and Physical Requirements and FLETC Directive 248-01, Health Services Provided by the Federal Law Enforcement Training Centers.

(3) Upload all health screening documents and MSP documents into the government provided Electronic Medical Record (EMR) within five business days.

(4) Refer a student for medical evaluation by a specialist and inform the student that the cost of such referral will be the responsibility of the student unless covered by the employing agency or OWCP.

(5) Provide input to the COR for release to the Agency Program Manager to recommend the program modification and/or restrictions necessary for student's continued participation in training. When restrictions are recommended for a student, the Health Services Contractor shall annotate the expiration date of the restriction(s) and follow-up date, if applicable, in the EMR. The Contractor shall include restrictions from FLETC Form 500-14-04 Trainee Restriction Status (Part 9, Attachment 13).

(6) NOT discuss or allude to termination from the program with a student as there are many variables that would determine when a student would be removed from training.

5.8.4 Participation in Medical Countermeasure Drills – All Sites

Medical Countermeasures Program (See DHS Directive #066-04 and Questions for Requirements for FLETC Health Unit (Part 7, Technical Library):

- Annual Point of Distribution (POD) exercise at each TDP.
- Storage, inventory, extension, relabeling and exchange of Medical

Prophylaxis (Ciprofloxacin, Doxycycline, Zanamivir, Oseltamivir, as provided).
  - EMC can continue to store the MCM response totes and signage / traffic cones at Glynco.
  - FSSO will need to continue to coordinate with TDP personnel for tote storage at each site.
  - EMC will continue to assist in the development and maintenance of POD plans for each site.
- Participation in monthly / regular DHS MCM program meetings and updates.
- Additional activities as required by the DHS Safety, Health, and Medical Council, per the FLETC Designated Safety and Health Official (DSHO) (See Part 7, Technical Library - DHS Directive #066-01).

NOTE: See Part 7, Technical Library – Medical Countermeasure II (MCM2) for Pandemic and Emerging Threats.

Active Shooter Response / Workplace Violence:
- Responsibilities as determined by CSO.

Hurricane / Severe Storm / Earthquake (Charleston TDP) Response:
- Minor medical services to FLETC personnel assigned to response activities on TDP.
  - This is not general services for employees; it is in support of the Medical Unit Leader's responsibilities on the Incident Management Team.

Chemical Spill / Radiological response:
- Minor medical services to impacted personnel who were not present in the hot zone, as determined appropriate.
  - Local jurisdiction medical personnel are the lead for this; HU should be far from the response area.

Structural Fire on TDP:
- Minor medical services to impacted personnel who were not present in the hot zone, as determined appropriate.
  - Local jurisdiction medical personnel are the lead for this; HU should be far from the response area.

Explosion:
- Minor medical services to impacted personnel who were not present in the hot zone, as determined appropriate.
  - Local jurisdiction medical personnel are the lead for this; HU should be far from the response area.

5.8.5 MSP Physical Examinations – Cheltenham Only:

5.8.5.1 MSP Physical examinations and testing shall be scheduled by the Contractor based on the monthly MSP list and conducted at a Contractor-provided medical facility as specified in Contractor Furnished Facilities, Part 4.7.

5.8.6 Testing – Cheltenham Only:

5.8.6.1 The Contractor shall perform any testing (blood tests and/or hearing tests), and laboratory work required in performing physical examinations, including but not limited to:

5.8.6.1.1 Securing National Laboratory Contracts
5.8.6.1.2 Hearing tests for firearms instructors, driver training instructors, and other employees working in areas of high noise exposure.
5.8.6.1.3 Occupational blood lead tests for firearms instructors and employees serving in areas defined as having significant inorganic lead exposure.
5.8.6.1.4 EKGs only if indicated or deemed necessary by the examining physician.

5.8.7 Immunizations – Cheltenham Only:
5.8.7.1 **Routine Occupational Medicine Immunizations** for students and staff, including Detailees, shall be provided according to recommendations and guidelines from the Government and the Centers for Disease Control and Prevention. When available by the manufacturer, the Health Unit shall stock and administer seasonal flu and COVID vaccines, routine vaccines such as tetanus shall be available at all times for urgent care/occupational conditions, such as wounds, burns and insect stings. The Contractor shall provide CDC recommended exposure testing and immunizations when students, staff, Detailees, and WAEs are exposed.

5.8.7.2 **Special Immunizations Essential for Training Continuation:** Per CDC Guidelines, when FDA approved/recommended vaccines are available for emerging diseases (such as COVID-19) shall be provided according to recommendations and guidelines from the CMO, the Contracting Officer, and the CDC, as appropriate. The patient's response to the offered vaccine, acceptance/declination, shall be documented in the EMR patient record.

5.8.7.3 Once per year, the Contractor shall send staff to the Cheltenham facility to administer influenza immunizations to all available FLETC personnel who wish to receive one. Scheduling of this visit shall be arranged through mutual agreement between the Contractor and the Cheltenham COR.

5.8.7.4 When a student has been taken off Center by an instructor, agency personnel, etc. to the Contractor's Off-Center facility or if applicable, a sub-contractor's place of business. The Health Services Contractor shall request all medical records for that student be provided within one week of the visit for upload into the FLETC Electronic Medical Record (EMR). When the records are received on each student by the Health Unit Contractor, the Contractor shall notify the CORs at the Cheltenham and Glynco TDPs as well as the CMO and the

Safety Specialist in Glynco. The Safety Specialist for each TDP shall be named at award.

5.9 FLETC Closure for Adverse Weather Conditions:

5.9.1 The Contractor shall 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 the geographical area of the TDP. The Contractor shall 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 shall hold the Contractor liable for those damages and associated costs.

5.9.2 FLETC facilities located in Glynco, Georgia,, Charleston, South Carolina, and Cheltenham, Maryland are affected by the Atlantic Hurricane Season that runs from June 1 through November 30 of each year. As such evacuations for hurricanes, severe flooding, and/or wind damage are possible.

5.9.3 In the event that an evacuation of a training facility (covered by this contract) is ordered, the Contractor shall evacuate in accordance with the order for the specific FLETC TDP.

5.10 Medicines (Formulary), Lab Work, X-rays (for Medical Surveillance Program (MSP)), equipment calibrations, and Miscellaneous Supplies:

5.10.1 Medicine, consumable supplies, lab work, X-rays, equipment calibrations, and miscellaneous supplies are firm-fixed price. The contractor shall maintain minimum established inventories of consumable supplies and equipment at Phase In and sustain acceptable inventory supply levels throughout the life of the contract.

5.10.2 The Contractor shall make provisions for all required medicines (formulary), material, and equipment inventories to be conducted during the last 10 business days of the phase-in period. The contractor shall coordinate these inventories with the COR so those appropriate representatives may be present for all inventories. The Contractor shall sign receipt for the items upon completion of the inventory. Responsibility for performance of the services covered shall also pass to the Contractor at that time. A proposed schedule for the inventories shall be included in the phase-in plan.

5.10.3 Within ten (10) calendar days after award, the Contractor shall prepare and submit the Formulary for initial review and approval by the CMO and the CO/COR. The Government reserves the right to make changes recommended by the CMO. After approval of the initial review by the Government, annual reviews shall be conducted, and potential revisions made by the CMO and COR at the beginning of each option period. At any time, the Contractor may request changes to the Formulary by submitting an email, including

justification, to the CMO and the COR for approval. The Formulary shall include the item number, the brand name or generic name, medication indication, form (i.e., tablet, cream, serum, injectable, etc.).

5.10.4 Medications purchased to stock the Formulary, lab work for MSP, equipment calibrations, and miscellaneous supplies shall be purchased by the Contractor and invoiced monthly under the designated Contract Line Item (CLIN) for each site. All medications shall be included/updated in the current Formulary when received and the Formulary inventory shall be maintained at all times at a minimum of 90% of the formulary inventory when the contract is awarded. The medications required to be on hand in the formulary shall be provided to the FLETC/PO students at no charge. For any medications or supplies required for the formulary, the Contractor shall not provide students with prescriptions they must fill and pay for off Center.

5.10.5 The Contractor shall submit to the COR/CMO a Formulary Purchases and Distribution Report on the fifth training day of each month for the preceding month. This report shall be either an EMR report or an Excel Report that includes Medication Name and strength, dosage prescribed (amount & frequency), student name, student's class number, and name of student's agency. If medications are prescribed to a staff member as part of a worker's compensation illness or injury, the report shall include staff member's name, agency, and division where they are employed at FLETC.

5.11 Janitorial Services and Trash Disposal Responsibilities

5.11.1 FLETC will provide contracted janitorial services for the Health Unit. The Contractor shall be responsible for maintaining the health units in a neat and orderly condition between the janitorial cleaning intervals so that the health units are clean, safe, free of fire hazards, and meet all applicable government standards. The Contractor shall dispose of all collected trash, routine office waste, and other uncontrolled waste in the nearest appropriate refuse containers for pickup and disposal. FLETC will be responsible for dumpster pickup.

5.11.2 The Contractor shall be responsible for the proper storage and disposal of all controlled materials, biohazards, and medical waste used in the performance of this contract and in accordance with OSHA standards. The Contractor shall ensure that controlled material, biohazards, and medical waste shall be placed in the appropriate and labeled waste containers or dumpsters. FLETC will be responsible for pickup and disposal of these containers.

NOTE: See Section 3.2 Government Furnished Equipment, and Section 3.3 for Trash Disposal and Biohazardous Waste Containers.

5.12 Sustainability:

5.12.1 The Contractor shall support sustainability efforts in the Health Units when appropriate. Clinic support may include reusing office supplies (file folders, interoffice envelopes); recycling (batteries, toner cartridges, magazines, newspapers, cardboard); repurposing items (scrap paper used instead of sticky notes); printing two-sided copies; and using real dinnerware, cups instead of paper or plastic.

5.13 MEETINGS AND REPORTS – ALL SITES:

5.13.1 Performance Evaluation Meetings:

The Contractor's representatives shall meet with the CO and COR weekly during the first month of the contract. Thereafter, meetings will be as often as determined by the CO/COR.

Periodic Performance Meetings: The CO will require the PM to meet with the CO, COR, and other Government personnel as deemed necessary should performance concerns arise. At these meetings the CO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The Contractor shall attend meetings to discuss health-related topics as required. These meetings may include, but are not limited to, discussions of individual student or staff conditions, contractor emergencies, reports or briefings to management on trends, accidents, incidents, or testimony in court. These meetings will include government and contract personnel.

Written minutes of all meetings, prepared by the Contractor, shall be signed by the Contractor's PM and the CO within five (5) days following each meeting. The original copy of the signed minutes shall become part of the contract file in the CO's office with copies being distributed to the Contractor and COR. Should a dispute of any portion of the minutes be identified, such non- concurrence shall be provided to the meeting participants within five (5) business days following receipt of minutes.

5.13.2 Post Award Orientation Conference

The Contractor shall attend a post award orientation conference convened by the Contracting Activity or Contract Administration Office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. Notification of scheduled meeting will be provided to the awardee within seven (7) days after contract award.

5.13.3 Reports:

The Contractor shall prepare all reports and documents required to provide the services of this contract:

(1) Monthly Health Unit Statistics Reports – includes statistical charts for all sites that shall be submitted to the COR by the third workday of the month following the reporting period. See Part 9, Technical Exhibit 3 for examples of previous Monthly Health Unit Statistics Reports.

(2) Monthly Health Unit Quality Reports – OHD has identified clinical areas the Health Units shall monitor to ensure quality of care. The reports of the results shall be submitted by the third workday of the month following the reporting period to the COR and CMO. See Part 7, Technical Library for an example of a previous Monthly Health Unit Quality Report.

(3) The Health Unit Quality Reports shall contain the following information:
   (a) Timeliness of students seen during peak hours ensure proper staffing levels.
   (b) Auditing of clinician and Athletic Trainer charts
   (c) Number of patients transported by EMS and/or HU vehicle to the ER
   (d) Number of patients transported by the HU vehicle to off-Center pharmacies, specialists, etc.

(4) Other Weekly/Monthly Reports – The Contractor shall provide other weekly/monthly reports not listed above, written or verbal, as required by the contract.

(5) Health Hazard Report – The Contractor shall provide timely notification to the COR of observations that may indicate an acute health risk to the staff and student population. This report may be in the form of an email or an email string.

(6) Injury Information Form – For occupational injuries/illnesses, the Contractor shall provide the patients Part 9, Attachment 14- FLETC form 066-01-20 Injury Information per FLETC Directive 70-09, Occupational Safety and Health Program. The form shall be completed by the injured students and staff and sent by the Contractor to the FLETC Safety Specialist at applicable FLETC sites and OHD as soon as the occupational injury/illness is reported. Injuries may also be reported on the FLETC TAIR application on the FLETC application. The Contractor shall notify FLETC Safety Specialist at the applicable TDP if the patient declines to complete either FLETC Form 066-01-20 or the form on the TAIR app.

(7) Training Mishaps – The Contractor shall provide notification by close of business when three (3) or more incidents of an injury/illness/near miss occur in the same class during training or during leisure hours for assessing trends or hazards requiring evaluation. (i.e. bad reactions to OC spray, food poisoning from local restaurants, etc.)

(8) Medical Surveillance Abnormal Test Results – The Contractor shall provide immediate notification, to the Safety Specialist at the employee's TDP, the TDP COR, and FLETC OHD of any abnormal labs, diagnostic tests, and physical exam findings that are indicative of employee exposures to hazardous materials or environments (i.e., elevated blood lead or ZPP levels, possible STS on audiogram, etc.).

(9) Medical Surveillance Program Report – Each month the Government will

provide an electronic list of staff members, detailees, and WAEs assigned to complete the MSP during the upcoming month. The Contractor shall provide routine notification (to the COR and Safety Specialist/Program Manager at applicable FLETC sites) of each employee who completes their MSP requirements through the Health Unit or their own personal provider. The report shall include "no shows" to the scheduled Medical Surveillance physicals as well as those who did not schedule/complete their MSP requirements.

(10) Other MSP Reporting – The Contractor shall provide routing reports (to the Safety Program Specialist at applicable FLETC TDPs and FLETC OHD) that include Statistical Health Test Results (monthly), STS change report (weekly), Audiogram summary for employees with a possible STS, Report to Employer (weekly), respiratory clearance forms on employees as appropriate.

(11) Notification of Emergency/Urgent Care Transport of a patient to the local Emergency Department (ED) by the Emergency Medical Services (EMS) or the Health Services Contractor – During Health Unit hours of operation the Contractor shall provide notification to FLETC OHD and fletc_partnerorganizationliaisonoffice@fletc.dhs.gov when a patient is transported from a FLETC campus to the local ED by EMS or to Urgent Care by the Health Unit Contractor. (Part 7, Technical Library Emergency Transport by EMS).

(12) Emergency Department Discharge Documents and Hospital Medical Records – The Contractor shall instruct the student to bring documentation from their healthcare/mental healthcare clinician (i.e., discharge instructions) for presentation upon return to the Health Unit for clearance. Faxed or emailed documents may be accepted as well. Without the information the healthcare/mental healthcare required for the EMR, the contract clinician may not be able to clear the student to return to training. If this information is missing, the Health Services Contractor shall notify the COR for notification to the student's agency. The Contractor shall review instructions and discharge medications, the off-Center physical/mental health then make appropriate recommendations for training safely.

(13) Medical Room Change Notification – The Contractor shall provide immediate notification to a recipient list, provided by OHD, of a recommended student move from the originally assigned room to an SIQ room; and to prompt FLETC personnel for their further actions and responsibilities such as SIQ meals. (Part 7, Technical Library - Medical Room Change).

(14) Notification of Training Program Activity Status – The Contractor shall provide this notification to ensure FLETC training management personnel, with a need to know, are aware of a student training program status (restriction/clearance). This notice is generated from the EMR, for the purpose of notifying FLETC and serves to prompt FLETC training

personnel to liaison with the student, and/or PO/agency representatives, for their further actions and responsibilities. The expiration date of the restriction(s) and follow-up date, if applicable, shall be annotated on the notification. During a health care visit, the Contractor shall refrain from bias and shall not discuss whether the student/patient will be sent home, recycled or released. The medical diagnosis(es), extenuating circumstances and other factors contribute to the training decision.

(15) Sick-In-Quarters (SIQ) Notification – The Contractor shall provide notification to specified personnel regarding students on official Health Unit medical restriction(s) of bedrest or SIQ. This notification to the specified personnel prompts the notified personnel for their actions to ensure meal delivery service and appropriate housekeeping services on behalf of these restricted students. (Part 7, Technical Library - Sick In Quarters) (Part 7, Technical Library - Student Isolation Procedures). The expiration date restriction(s) and follow-up date, if applicable, shall be annotated on the notification.

The Health Unit provides the students with the appropriate contact information for the dining hall and also provides the CO, COR, and other appropriate individuals who have a need to know with an email notification stating the students name, class name and number, and length of time the student will be confined to quarters.

(16) Skin and Soft Tissue Infections (SSTI) Monitoring and Tracking – The Contractor shall provide timely notifications to COR of students diagnosed as having an SSTI to include Methicillin Resistant Staphylococcus aureus (MRSA) and other resistant Staphylococcus infections. The Contractor shall maintain a chart (Part 9, Attachment 15, Skin and Soft Tissue (SSTI) Monitoring and Tracking Blank Form) that includes information to track the patient code; sex; class name; housing location; wound location and treatment; test or culture results; critical dates of class start and end; and patient disposition. The report shall be submitted to the COR/CMO at the beginning of each month.

(17) Rhabdomyolysis (Rhabdo) Monitoring and Tracking – The Contractor shall provide notification to the COR , within 24 hours of the diagnosis, when cases of rhabdomyolysis is diagnosed in students while training at FLETC. The Contractor shall maintain a chart (Part 9, Attachment 16, Rhabdomyolysis Monitoring and Tracking Blank Form) that includes information to track the patient code, patient's class name, class number, patient's agency, and the Instructor's names involved with physical training (when the student became symptomatic). Report shall be submitted to the COR/CMO when Rhabdo is diagnosed.

(18) Emerging or Infectious Disease Monitoring and Tracking – The Contractor shall offer monitoring and tracking to capture the emergence of a disease or risk to FLETC population; to include timely notification to FLETC management of situations that may require further evaluation.

(19) Toxins and Poisons: If a very small number of cases at Artesia, Charleston, or Glynco, the Health Services Contractor shall treat these cases. However, if the toxin/poison is chemical, nuclear, or organic and is wide spread throughout the TDP, the Contractor shall follow, at the direction of the Contracting Officer, the advice of the CMO and the Emergency Management & Continuity staff.

(20) Equipment Maintenance – The Government will provide five (5) refrigerators in the Glynco and Charleston Health Units. The Government will provide four (4) refrigerators in the Artesia Health Unit. All Government provided refrigerators shall be labeled and used for specific patient care purposes. The Contractor shall maintain a temperature log on the front of each refrigerator. The temperature log required for use by the Contractor is shown in Part 9, Attachment 17, Temperature Log. Refrigerator temperature shall be checked and recorded daily on the log. The consistent temperature inside each refrigerator shall remain between 36- and 46- degrees Fahrenheit. The purpose of this log is to check and document the temperature twice per day. If the temperature is not below the required temperature, the Contractor shall notify the COR who will schedule maintenance with the appropriate division or contractor. Part 7, Technical Library, CDC Vaccine Storage & Handling Toolkit

(21) Maintenance and Calibration Logbook: The Logbook shall contain copies of manufacturer's product manuals. These may be the original product manuals or electronic versions downloaded from manufacturer's website. The Contractor shall record all calibrations, maintenance, and repairs (pending/completed) on refrigerators and all other medical equipment in accordance with manufacturer's product recommendations.

(22) Student Medical Isolation Report – If medical isolation is required based on new or emerging threats to the FLETC enterprise, the Student Medical Isolation Report will be initiated and will require date isolation began, patient name, assigned isolation dorm room, date isolation ended and final disposition of each patient. In the event of a pandemic or other extenuating circumstances, as directed by the CO, the contractor shall follow the leading of the Emergency Management and Continuity division at FLETC-Glynco.

5.14 Customer Complaints:

Customer complaints from students and staff are received by the COR and/or CMO. These complaints will be shared with the contractor's PM/APM for confirmation or denial. The PM/APM shall be responsible for responding to each Customer Complaint email, explaining, if confirmed how they plan to prevent these complaints with future patients or if denied, why it is denied and explain the actions that transpired. The COR, in conference with the CO and CMO will have the final decision to either affirm or deny the complaint and the Contractor, the PM and APM will be notified.

PART 6: REQUIRED PLANS AND DOCUMENTS

All plans shall be marked and handled as FOUO information. All plans shall be developed and submitted to the CO for approval as indicated by each plan but not later than fifteen (15) business days after contract award, when changes occur, and at the exercise of options, if changes have occurred. Contractor shall notify the Government in writing within ten (10) calendar days after exercise of option periods if no changes have occurred.

6.1. CONTRACTOR'S SERVICE PLAN (SP):

The Service Plan is a detailed description of the Contractor's intended plan for accomplishing work specified in the contract, considering all the regulations and directives involved and should not be a mere reiteration of the statement of work. This plan is used to ensure that the Contractor has developed sufficient cost-effective methods, procedures, and controls to deliver adequate services. This plan shall describe the methods, procedures, and controls that the Contractor intends to use in providing the required services. In the instance where there is a conflict between the SP and the contract, the contract shall take precedence. This plan is required to be submitted to the CO/COR/CMO for approval within ten (10) calendar days following contract award.

6.2. CONTRACTOR'S QUALITY CONTROL PLAN (QCP):

The Quality Control Plan (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. This plan is required to be submitted to the CO/COR/CMO for approval within ten (10) calendar days following contract award.

Inspection Records: In accordance with the "FAR Clause 52.212-4(a), Inspection and Acceptance", the Contractor shall establish and maintain a complete Quality Control Program (QCP) that is acceptable to CO/COR/CMO to assure the requirements of the contract are provided as specified. The Contractor shall maintain complete inspection records for the life of the contract; all Contractor documentation of Quality Control Inspections will become government property and shall be turned over to the CO within ten (10) calendar days of contract completion or termination. These records shall be available to the CO/COR/CMO upon request.

6.2.1 CONTRACTOR INSPECTION REPORTS:

The quality control monthly report the random inspection sample results of all services, to include identified defects, shall be captured in a monthly report that shall be provided by the contractor to the COR on the fifteenth day of the month for the preceding month. The Contractor shall develop corrective actions for trends identified defects and schedule follow-up inspections with the COR for the following month. The quality control inspection monthly report shall include, at a minimum:

1) Trends identified with recommended correction action; and,
2) The number of items signed out (equipment issued).

6.3 SAFETY PLAN:

The Contractor shall submit via email their Safety Plan for approval within ten (10) calendar days following award by the CO/COR/CMO. Once approved the Contractor shall implement that safety program for employees (to include subcontractors) performing work under this contract. The Safety Plan is a detailed plan describing how the Contractor's safety program complies in strict conformance with all Federal, State, and local requirements and with all applicable provisions of 29 CFR, of the Occupational Safety and Health Act; the Fire Administration Authorization Act of 1992; The National Fire Protection Act (NFPA) 101 Life Safety Code; the U.S Army Corps of Engineers Safety Manual; and with all applicable provisions of the Americans with Disabilities Act, ADA Compliance Act. The plan shall include, but is not limited to organization, methodology, employee injuries, motor vehicle safety, hazardous material and blood borne pathogen safety.

During normal hours of operation, the Contractor shall designate a safety representative to be for FLETC Artesia, FLETC Glynco and FLETC Charleston to be available in person or by phone. The safety representative shall have the authority to speak for and to act for the Contractor in all safety related matters. Prior to start of work, the Contractor shall provide the CO, in writing, the name of the designated safety representative, pertinent telephone numbers, and assigned responsibility. The safety representative shall be identified in the Safety Plan and is subject to the CO/COR/CMO's approval.

Any injuries occurring shall be reported to the CO/COR within 4 hours and shall be specifically addressed (how injuries will be handled, documented and reported). (See Part 9, Technical Exhibit 13 for OSHA Forms). The Contractor shall maintain the following forms in accordance with DOL OSHA guidelines:

a) OSHA Form 300, Log of Work-Related Injuries and Illnesses – is used to classify work- related injuries and illnesses and to note the extent and severity of each case

b) OSHA Form 300A, Summary of Work-Related Injuries and Illnesses – shows the totals for the year in each category. At the end of the year, the total number of incidents in each category is transferred to the summary. This summary page is posted February 1 to April 30 of the year following the year covered by the form in visible locations so that employees are aware of the injuries and illnesses occurring in their workplace. Do not post the Log listed in (a) above.

c) OSHA Form 301, Injury and Illness Incident Report, - complete for all work-related injuries or illness as they occur. Any injuries occurring shall be reported through the CO/COR within 4 hours and shall be specifically addressed in the safety plan.

6.4 HURRICANE PLAN:

In the event of an impending hurricane or other weather emergency, the Contractor shall detail their plan to safeguard the on-site government furnished property, the medications and vaccines that require refrigeration, and ensure the Health Unit facility is secured to the best of their ability. The plan should detail which position descriptions will be responsible for implementation. This plan is required to be submitted to the CO/COR/CMO for approval within ten (10) calendar days following contract award.

6.5 RISK AND CONTINGENCY PLAN:

The Government must plan in advance how it will meet mission requirements in the event of mobilization, natural disaster, or labor disputes. The Government must be able to react to such events without undue delay. Sudden or unusual events and/or the shutdown of FLETC for any reason could result in a great impact upon Contractor performance and contract requirements. In the event of warnings of impending disaster situations such as hurricanes, terrorism, acts of war, severe fire, etc., the Contractor shall provide additional services to protect Government property and personnel. The plan shall outline the Contractor's procedures for meeting contract requirements under the following circumstances: natural disasters, labor disputes and strikes, and mobilization sudden build-up of students and Government personnel. The Contractor's Contingency Plan shall include procedures for maintaining Contractor personnel on site to continue essential services up until any necessary evacuation takes place and for returning necessary personnel to the work site on a prompt basis for any services required to return FLETC to operational status. The Contingency Plan shall include, at minimum:

Minimum staffing requirements.

1) Designated staff positions for remaining onsite until evacuation.
2) Replacement or supplemental staff to meet emergency requirements.
3) Safeguarding Contractor personnel who remain until evacuation time
4) Maintaining supply lines or obtaining emergency supplies.
5) Continuing essential services in the event of equipment damage or disruption of utilities and/or water supply.
6) Maintaining a list of evacuation destinations.
7) Contact information for recall of all essential personnel for post-disaster services; and,
8) Procedures for rescheduling postponed services.

The Contractor's Risk and Contingency Plan shall be submitted via email to the CO/COR/CMO for approval within ten (10) calendar days following contract award.

The Contractor shall initiate these emergency services based on a verbal notice to proceed (to be followed in writing within 72 hours) from the CO. The Government will equitably compensate the Contractor for such services rendered under this contract. The occurrences are rare and are normally associated with extreme emergencies or devastating events such as natural disasters or other acts of God which may require relocation of training to an

alternate location, Government initiated shutdown, etc.

6.6 PROPERTY CONTROL PLAN:

The Contractor shall provide a Property Control Plan to the CO/COR for approval ten (10) calendar days after contract award and when changes occur. This plan shall address overall GFP and GFE management and administration and a list of the GFP. The Contractor shall designate a Property Custodian in writing to the CO/COR. GFP shall not be removed from the FLETC unless otherwise permitted by this contract. Items of equipment not in working order and any discrepancy beyond fair wear and tear will be noted and certified by all parties upon completion of the inventory. Upon completion of this contract, all GFP shall be promptly returned to the Government in good condition, ordinary wear and tear expected. The requirement for a property control plan shall be included in all subcontracts. The Contractor's property control system shall:

a) Address overall GFP and GFE management and administration.

b) Contain methods of verbal and written communication with the Contractor's representative and the Government.

c) Contain specific security and surveillance techniques/procedures for the accounting, utilization, protection, storage, and disposal of GFP and GFE.

d) Contain detailed security violation reporting procedures

e) Assure GFP and GFE procedures are independent from other parts of the Contractor's written directives.

f) Designate direct accountability to the Contractor's top management.

g) The Property Custodian shall be responsible for accountability of Government property in accordance with FAR Part 45. The Property Custodian shall be thoroughly familiar with the Property Control Plan implemented by the Contractor and shall maintain control at all times of quantities/locations of all GFP/GFE in the Contractor's possession. All GFP shall be managed in accordance with the guidelines set forth in the GFP Clauses of this contract. In addition to being responsible to accountable items, the Contractor is also responsible for reporting and replacing the unaccountable property in each room. Unaccountable property is any GFP that has been provided but does not have a FLETC identification tag. The appointed Property Custodian shall attend the annual FLETC provided Property Custodian Training.

h) The Contractor shall maintain current records of all GFP used in contract operations properly indicating additions, replacements, and removals. GFP shall be managed in accordance with the guidelines set forth in the GFP clause of this contract. The Contractor shall maintain internal property control records in such condition that at all

times the location, use, and security may be readily ascertained.

i) Upon completion of this contract the contractor shall submit, in a form acceptable to the CO/COR, inventory schedules covering all items of Government property not consumed in the performance of this contract.

6.7 KEY CONTROL PLAN:

The Contractor shall develop a plan and system of key control. The Contractor's Key Control Plan is due to the CO/COR for approval within ten (10) calendar days following contract award and as changes occur. The Key Control Plan is a detailed description of the Contractor's intended plan to secure and account for all keys issued to the Contractor for use in the performance of this contract.

The plan shall also include a designated Key Control Custodian(s). The Key Control Custodian(s) is subject to the CO/COR approval. The Key Control Custodian(s) shall be responsible for the issuance and collection of keys to all personnel employed by the Contractor. The FLETC Lock Program maintains all keys to all buildings on the FLETC. Keys to any of the three Health Units are only cut and stamped when an email request is received from the Health Services CO or COR and then, for tracking/inventory purposes, only issued to the COR for re-issuing to the Contractor.

The plan shall ensure that all keys (and lock combinations, if any) issued to the Contractor by the Government are not lost, misplaced, duplicated, lock bypass/defeat or lock installation/alteration, by any method, unless authorized by the FLETC Lock Program is unauthorized. The plan shall ensure that all keys (and lock combinations, if any) issued to the Contractor by the Government are not left unsecured or used by unauthorized persons. The Contractor shall not open locked rooms or areas to permit entrance by persons unless authorized by the CO/COR.

The Contractor shall report loss or unauthorized duplication of Government issued keys to the CO/COR within 24 hours of learning of the loss or duplication by a Contractor employee. Should the security of any of the three facilities become compromised by the loss of a key by the Contractor, the Contractor shall be responsible for replacement cost for rekeying of locks or lock replacement as determined appropriate by the CO. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced and replacement cost borne by the Contractor.

6.8 RECYCLING PLAN:

The Contractor shall implement a Recycling program while performing work under this contract. This Recycling Plan shall outline what the Contractor intends to do in support of the Government's recycling requirements. The Contractor shall submit their Recycling Plan to the CO/COR within ten (10) calendar days following contract award and when changes occur.

6.9 IT SECURITY PLAN:

The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall be submitted to the CO/COR for approval within ten (10) calendar days following contract award and when changes occur. It shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the FY 2024 CIO FISMA Metrics December 2023 (Part 7, Technical Library – IT Security Plan FY24 FISMA) which replaced the Computer Security Act of 1987. The plan shall meet IT security requirements in accordance with Federal policies and procedures that include but are not limited to OMB Circular A-130, Management of Federal Information Resources, Appendix III, and Security of Federal Automated Information Resources.

a) The plan, as approved by the CO, shall be incorporated into the contract as a compliance document. (See also Part C, Contract Clauses, Homeland Security Acquisition Regulation (HSAR) clause 3052.204-70, Security Requirements for Unclassified Information Technology Resources).

b) IT training for limited personnel to access the FLETC web will be provided to the contractor at no cost to the contractor. Additionally, the contractor shall allow the designated personnel the time required to complete training at no additional cost to the Government.

6.10 PHASE-OUT PLAN

The Contractor shall provide a phase-out plan to the Contracting Officer for approval 120 calendar days prior to contract completion. The plan shall describe how the contractor will approach the following issues: orientation and training of follow-on contractor and any other actions required to ensure continuity of services. The contractor shall 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.

6.11 DHS Form 11000-6, Non-Disclosure Agreement:

As a Contractor at the Federal Law Enforcement Training Centers, you are entrusted with access to a variety of sensitive information that is necessary to carry out your duties. This information may include, but is not limited to pre-decisional correspondence, Personally Identifiable Information (PII), Protected Health Information (PHI), "For Official Use Only (FOUO)" documentation, "Law Enforcement Sensitive Data", and other types of sensitive, but unclassified data that could negatively impact DHS and FLETC's reputation and/or mission capabilities in the event of unauthorized disclosure.

The purpose of this to explain your responsibility to safeguard government information, including your affirmative duties to:

1) Properly identify the types of government information you utilize and create;
2) Protect government information from unauthorized disclosure; and

3) Comply with appropriate data handling procedures.

DHS Management Directive 11042.2 (Part 7, Technical Library, DHS Management Directive 11042.2 Safeguarding Sensitive But Unclassified (For Official Use Only) describes the various types of "sensitive but unclassified information" that you may encounter in the course of your work. We encourage you to familiarize yourself with this document, particularly Section Six, paragraphs F and J concerning marking and transmitting the information. We also remind you that all information that relates to your official duties, whether sensitive or not, is government property, and should not be accessed or transmitted outside of official government channels without prior authorization. This includes information which may be subject to release under the Freedom of Information Act (FOIA). If you receive a third-party request for official information, you should direct the requestor to the COR. Requests from the media must be referred to the Office of Public Affairs. If you must send any information outside of the FLETC.dhs.gov or DHS.gov domain, you should employ additional security measures, such as encryption, read receipts, or obtaining oral confirmation of delivery.

Failure to follow these instructions and/or the release of protected information without proper authorization, whether intentional or negligent may result in disciplinary action, including but not limited to your removal from FLETC.

If you have questions about data handling policies and procedures, you may contact the COR.

As an affirmation that the Contractor's staff have read and understand the verbiage of this requirement, each staff member, full or part-time shall complete, sign and submit the DHS Form 11000-6, Non-Disclosure Agreement (Part 9, Attachment 18) to the PM/APM within 24 hours of their first day on the contract. The PM/APM shall immediately submit completed and signed forms to the COR at Glynco within 36 hours of receiving.

PART 7 – Applicable Publications (Current Editions)

7.1 Technical Library

The Contractor, his employees, and the subcontractors and their employees shall become acquainted with, and fully comply at all times with, the DHS Regulations, Directives, Policy Bulletins and Instructions and the FLETC Regulations, Directives, and Instructions. The Contractor shall be guided by those publications or use those forms as designated informational to the extent necessary to accomplish requirements in this PBSOW. All publications and forms can be obtained through the CO/COR or on the FLETCnet. Any individual shall be subject to removal from the Center for non-compliance.

DHS and FLETC Directives, Policies, Executive Orders and Regulations

DHS Directives

DHS Directives/ Delegations/MDs #	Title	Effective Date
066-01	Revision 1 - Safety and Health Programs	12/20/2024
066-04	Medical Countermeasures and Medical Requirements for Occupational Health Exposures to Biological, Chemical, and Radiological Health Hazards and Psychosocial Stressors	10/3/2011
248-01	Medical Quality Management	08/04/2015
248-02	Medical Credentials Management System	02/10/2011
Delegation 26000	Delegation to the Chief Medical Officer/Director of the Office of Health Security	12/14/2022
MD 11042.2	Safeguarding Sensitive But Unclassified (For Official Use Only) Information	08/16/2023

FLETC Directives

FLETC Directives/ Delegations/MDs #	Title	Effective Date
2020-21	Hurricane Response Plan	05/17/2021
2023-11	Council on Occupational Education Notification	03/22/2023
065-01	Equal Employment Opportunity and Anti-Harassment	11/25/2024
2020-15	Mass Email Distribution Lists Acceptable Use	11/06/2020
008-1	Occupant Emergency Program	09/18/2019

008-3	Hurricane Response Plan for FLETC	08/19/2019
066-03	Drug-Free Workplace Plan	06/08/2017
066-04	Heat Stress Guidance	12/09/2021
069-01	Research Review Board	06/09/2023
70-09	Occupational Safety and Health Program	06/27/2019
70-09.C	Severe Weather Notification and Response	05/04/2018
71-01	Physical Access Control	04/17/2018
71-11	Building/Area Security and Access	12/28/2012
109-01	Use of Social Media	04/17/2014
119-04	Real Property Management	06/15/2018
121-02	Internal Security Program	3/31/2015
121-10	Operations Security Program	05/18/2018
121-11	Administrative Security Program	3/31/2016
121-14	Identification Badges, Credentials, and Shields	04/26/2021
121-15	Violence in the Workplace	8/19/2015
121-16	Notification and Assistance for Serious Incidents and Misconduct	06/21/2022
121-17	Traffic Regulations on FLETC Facilities	06/12/2019
139-01	Malfunction Device Management Program	03/27/2018
140-01	Cyber Security Program	09/03/2021
140-03	Cyber Security Awareness, Training and Education	05/20/2021
140-04	Information Technology System Rules of Behavior	06/15/2018
140-05	Limited Personal Use of Government Information Technology Resources	05/20/2021
140-07	Information Technology System User Identification and Authentication Management	04/05/2018
141-01	Records and Information Management Program	10/16/2018
144-02	Personal Property Asset Management Program	09/22/2023
146-01	Dining Hall	01/17/2023
248-01	Health Services Provided by the Federal Law Enforcement Training Centers	12/20/2018
253-06	Evacuation-Related Procedures During Disasters or Other Emergencies	10/04/2024
254-06	Critical Incident Stress Management	11/02/2021
256-02	Administrative and Management Inquiries	06/20/2019
500-14	Student Medical and Physical Requirements	08/08/2022
500-17	Fraternization Between Center Staff and	02/11/2020

	Students or Interns	
500-19	Student Misconduct	02/29/2024

Note: In the event of a conflict between this contract and any other FLETC direction, the contract prevails. The Government shall provide additional references and changes to cited references to the Contractor as required. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. Before implementing any change, the Contractor shall submit to the CO a price proposal within fifteen (15) calendar days following receipt of the change by the Contractor. The CO and the Contractor shall negotiate the change into the contract under the provisions of the contract clause entitled "Changes." Failure of the Contractor to submit a price proposal within fifteen (15) calendar days following receipt of the change would entitle the Government to performance in accordance with the change at no increase or decrease in contract price (unless the prime requirement is waived by the CO according to paragraph (c) of the Changes clause).

PART 8: SPECIAL PROVISIONS

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. Operation On The Facility 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.

2.1. 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).

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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.

2.6. 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

a. 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.

b. 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.

c. 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.

d. 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:

1. Comprehensive General Liability: $200,000 per person and $500,000 per accident for bodily injury and $50,000 per occurrence for property damage

2. Automobile Insurance: $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage

3. 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).
e. 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 work 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 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:

i. A picture identification card issued by either a governmental entity of one of the several States or the United States Federal government, and.

ii. 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.

iii. 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.

iv. 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:

i. A picture identification card issued by either a governmental entity of one of the several States or the
United States Federal government, and.

ii. 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.

iii. 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:

1. 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);

2. 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);

3. 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.

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

5. "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:

1. Indications of when and where activities will occur (such as tests) which can possibly be targeted and present collection opportunities by foreign intelligence.
2. The duration of a contract and indications of results (such as in ads, status reports and brochures).
3. The existence of a contract, services involved and what is being developed in U.S. press releases, stock prospective, etc.
4. Pictures indicating classified design features or approaches.
5. The lettering of contracts and identity of subcontractors.
6. Maps, Aerial Photographs, Floor Plans of the project.
7. Photographs including facial images.
8. Official and Personal websites (including social networking sites) revealing details of the project.
9. 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 a 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 assure 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.

8. The Contractor must negotiate in good faith a plan with the incumbent as described in the below cited clause entitled PHASE-OUT/CONTRACT COMPLETION.

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 CO.

The Contractor must make provisions for all required building, material, and equipment inventories to be conducted during the last 10 business days of the phase-in period. The Contractor must coordinate these inventories with the COR so those appropriate representatives may be present for all inventories. The Contractor must sign receipt for the items upon completion of the inventory. Responsibility for performance of the services covered must also pass to the Contractor at that time. A proposed schedule for the inventories must be included in the phase-in plan.

36. Phase-Out/Contract Completion

The Contractor must provide a phase-out plan to the Contracting Officer for approval 120 days prior to contract completion. The plan must describe how the contractor must approach the following issues: 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. Government reserves the right to conduct site visits in all Contractor operated facilities in conjunction with the solicitation of offers for the follow-on contract. 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.

At a minimum the incumbent contractor Project Manager must be available to attend the post-award conference to the follow-on contract as a means to aid in transition. Duration of engagement must be limited to two (2) hours. Incumbent must be notified no later than 72 hours in advance of conduct of the conference date and time for attendance.

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 nominal 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.

The Contractor must schedule all inventories to occur within 15 business days prior to exercise of

options or the termination of the contract. The Contractor must coordinate these inventories with the COR so those appropriate representatives may be present.

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 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.

All documents will be maintained in an organized, acceptable working order by the Contractor in the Government provided office. The Technical Library, if required by this contract, must remain in place, in acceptable working order, at the Contractor's office at completion (or termination) of the contract. Upon contract completion or termination of the contract the Contractor must make the library available to the follow-on contractor during the Phase in/Phase out period. The exiting Contractor must ensure the Technical Library is in an organized and maintained state prior to turning over to the follow-on contractor.

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.

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. The DVD will be provided at time of award.

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 CO 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 CO, 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. The Government may direct the Contractor to construct a contractor entry point outside the FLETC property for trucks and movement of equipment.
b. Contractor vehicles entering the Center will be required to show proof of insurance as specified in this PART 8.

40. Subcontracting Requirements

a. In accordance with FAR clause 52.222-11, Subcontracts (Labor Standards and Acknowledgement) the Contractor or Subcontractor must ensure that all terms and conditions of this contract are incorporated into any and all subcontracts issued in the performance of this contract. The clauses to be incorporated into any subcontract include the following:
Davis-Bacon Act
Apprentices and Trainees
Payrolls and Basic Records
Compliance with Copeland Act Requirements
Withholding of Funds
Subcontracts (Labor Standards)
Contract Termination – Debarment
Disputes Concerning Labor Standards
Compliance with Davis-Bacon and Related Act Regulations
Certification of Eligibility

b. Qualifications of the Subcontractor(s), the scheduled period of execution for the respective trade(s), and the delivery of the requested materials for each trade must be submitted by the Contractor to the CO at least two (2) weeks prior to the commencement of work under that trade.

c. The Contractor must ensure that Subcontractor(s) attend progress meetings held during the performance of the Subcontractor's trade. The Contractor is responsible for all coordination and scheduling with the 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. Locked rooms must not be left unattended during the cleaning process and must be re-locked by contractor personnel after completion of cleaning duties. The Contractor is responsible, through the CO/COR, for obtaining access to buildings and arranging for each room/area to be opened and closed as necessary in the performance of contract requirements.

42. FLETC Closure

Should FLETC experience unforeseen closure, the Contractor will not receive payment for any services under this contract other than the continuous PM CLIN (i.e., closed for inclement weather, unscheduled shutdown, hurricane evacuation, emergency closing, etc.).

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, 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 his work efforts.

44. Lost And Found Property

It is the responsibility of the Contractor to ensure that all lost and found items are reported to the CO/COR. When items are found the Contractor must:

1. Turn in all lost and found articles to Assets and Logistics Management Division (ALM) including cash and valuables such as rings, watches, cameras, etc., on a weekly basis. Consumable items such as those mentioned below in b) are excluded.
2. Dispose of consumable items such as open bottles of shampoo, soaps, conditioners, washing powder, toothpaste, mouthwash, lotions, soda, beer, food, etc., and binders into FLETC dumpsters.
3. Place items of clothing in a bag. Tag the bag with the date, time, and the building and room number, and/or other pertinent information which can be used to identify owner(s) and store it in the Contractor's storage area for holding. On a weekly basis, the Contractor must consolidate the items by building, prepare form FTC-ADM-44, Survey Report, and forward the document to the CO/COR(s). Once the survey document has been signed by the COR(s) or Contracting Officer, the Contractor must deliver both the items and document to ALM, Building 2400.
4. Place any item containing blood or bodily fluids in a Bio Bag and deliver to the Health Unit.

45. Records

The Contractor must be responsible for creating, maintaining, and disposing of only those Government required records that are specifically cited in this PBSOW or required by the provisions of a mandatory directive listed in paragraph 6.0 "Applicable Publications and Forms. 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 CO at least two (2) working days prior to the anticipated photo session.

48. Hazardous Materials Management

The Contractor must provide a complete list of hazardous materials, proposed chemicals, etc. to be utilized during the course of this contract. This list must be forwarded to the CO/COR who will then forward to FLETC Environmental Safety Branch (ESB), for review and approval.

All hazardous materials must be stored in closed, appropriate containers. All MSDS/SDS are to be provided to the CO/COR for approval before use and as changes are requested.

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 the CO's approval.

Appropriate safety cans and dispensers must be used to transport small quantities of hazardous materials. The Contractor must not move any hazardous material without first coordinating the move with the CO/COR who will contact the ESB. Hazardous materials required for daily work task may remain properly secured worksite. Hazardous materials will be labeled with the Contractors name and contents. The Contractor is responsible for ensuring compliance with all requirements governing the handling of hazardous waste. The disposal of all hazardous/potentially hazardous materials (i.e., paints, cleaning products, solvents, thinners, rags, brushes, rollers, propellants, etc.) must be accomplished in accordance with the Federal Law Enforcement Training Center

(FLETC) Hazardous Waste Management Plan. The Contractor must also comply with all Environmental Protection Agency (EPA) Hazardous Waste Regulations, and Georgia Environmental Protection Division (GA EPD) regulations for all non-hazardous and hazardous

waste management, disposition and disposal.

The Contractor must submit a Hazardous Waste Management Plan that Conforms to FLETC Hazardous Waste Plan 10 days after award and when changes occur.

The Contractor must not remove or ship hazardous waste from FLETC. The shipping and disposal of Hazardous Waste must be documented under FLETC Generator EPA ID Number GA6202932244. Only designated individuals from FLETC ESD will sign the Hazardous Waste Manifest as the generating activity. Hazardous waste must be managed and collected in strict accordance with FLETC Hazardous Waste Management Plan. The

FLETC Environmental Programs Branch will dispose, transfer, and transport hazardous waste generated by the Contractor utilizing the Waste Transfer Document.

The Contractors' Environmental Representative must be responsible for the proper segregation, packaging and handling of hazardous waste in accordance with FLETC Hazardous Waste Plan.

The Contractor must coordinate with the CO/COR who will coordinate with the Environmental Programs Branch for all hazardous waste storage, transportation and disposal. A Waste Information Document (WID) will be provided by the Government for each waste-stream per the Hazardous Waste Management Plan.

All containerization, labeling and storage of waste must be in accordance with FLETC Hazardous Waste Management Plan.
Hazardous waste must be stored at a designated Satellite Accumulation Area.

Note: FLETC will establish the SAA Area) When the waste stream exceeds 55 gallons it must be transported, within 72 hours, to the 90-day accumulation site by contacting the CO/COR who will contact FLETC Environmental Branch. The Government will then transport the waste.
The Contractor must coordinate with the CO/COR who will coordinate with FLETC ESB, who will provide guidance and assistance with the identification of waste streams and disposal.

The ESB will assist in designating Storage locations, (SAA's), providing labels and waste transfer Documents, and will conduct random no-notice inspections on SAA's using The SAA Inspection Checklist.

All waste disposal accomplished through the 90-day accumulation Site will be the responsibility of FLETC.

The Contractor must be responsible for proper segregation, identification and classifying of his waste stream.

The Contractor must contact the CO/COR who will contact FLETC ESB within 14 days of

award of the contract to schedule Hazardous Waste Training. The Hazardous Waste Training will take approximately one hour.

The Contractor must provide the ESB with a copy off all hazardous waste documentation annually or upon request.

49. Safety And Environmental – See PWS Part 6.4 (Safety Plan)

50. 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. All supplies, materials, and equipment to be used in the performance of work described herein are subject to the approval of the CO.

51. Contractor Procurement Program

The Contractor must utilize products and material 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 and materials must be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (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 submit with the initial proposal a complete list of bio-based products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract must compile a complete list of bio-based products, including the information above, purchased to carry out the contract requirements. The Contractor must list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor must comply with the provision at FAR 52.223-1, Bio based Product Certification.

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

Within thirty (30) days of contract award, the Contractor must submit a Vehicle Maintenance Plan. This submittal must be approved by the COR in writing. The Contractor must not commence work until this submittal is approved by the COR in writing. The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

- The Contractor's written policy stating its commitment to the use of bio-based products, employee health and safety, and sound environmental management practices.
- Detail on how the Contractor intends to keep abreast of the development and increasing availability of designated and non-designated bio-based products and how any new or improved products will be incorporated on an ongoing basis into contract performance.
- Proposed bio-based vehicle maintenance products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.
The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of bio-based products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor must provide data on the quantity and dollar values of bio-based products used in this contract. The data will be submitted to the COR quarterly. A demonstration of proper use, an effective training program, and technical assistance are essential to the success of purchasing and using of some bio-based products that may function differently than a

conventional product. Therefore, we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the maintenance staff and 3) be available with technical assistance to trouble shoot problems.

52. Waste Minimization

The Contractor must define and establish a Waste Minimization and Recycling Program to. The Program must follow FLETC Recycling policy to minimize the Contractor's on-site generation of non-recyclable waste generated during contract performance and enhance the separation of recyclable materials from the non-recyclable waste generated throughout the buildings with collection-point and/or post-collection-point-separation of recyclable materials.

53. Hazardous Material Storage – See PWS Part 6.4 (Safety Plan)

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 Center (FLETC) Regulations, Directives, and Instructions. Any individual must be subject to removal from the Center for noncompliance.

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 the CO's approval of quantity on hand, types, and location.

Appropriate safety cans and dispensers must be used to transport small quantities of hazardous materials. 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 task may remain properly secured on the worksite.

Hazardous materials will be labeled with the Contractors name and address.

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 PART 8)

PART 9 - DOCUMENTS, EXHIBITS, OR ATTACHMENTS LISTING

Technical Exhibit (TE) Number	Title	# of Pages
1	Quality Assurance Surveillance Plan (QASP)	18
2	Performance Requirement Summary (PRS)	4
3-1 -3-12 each with 8 tabs	Student and Staff Historical Population Data & Health Statistics	12
4	Formulary - All Sites	11
5	SCA WD 2015-4281 Rev 35 Prince George's County, Maryland 12/3/2025	10
6	SCA WD 2015-4427 Rev 32 Charleston County, South Carolina 12/3/2025	10
7	SCA WD 2015-4477 Rev 30 Glynn County, Georgia 12/3/2025	10
8	SCA WD 2015-5455 Rev 29 Eddy County, New Mexico 12/3/2025	10
9	Glynco Accountable & Non Accountable GFP	16
10	Artesia Accountable & Non Accountable GFP	9
11	Charleston Accountable & Non Accountable GFP	2
12	Not Used	
13	OSHA 300, 300A, & 301 Forms - OSHA Recordable Injuries and Illnesses	12
14	List of Deliverables	3
Attachment Number	**Title**	**# of Pages**
1	FTC-SEM-34 FLETC Statement -Fillable	1
2	Standard Form 91, Motor Vehicle Accident Report	5
3	Standard Form 94, Statement of Witness	3
4	Notifiable Disease Condition Reporting	3
5	FTC-ALM-44 (11/22) Survey Report	2
6	FTC-ALM-46 (3/22) Move Order	2
7	Against Medical Advice (AMA) Form	1
8	FLETC Form 066-01-01 Request for Respirator Medical Clearance	1
9	Students Referred to Specialists - Weekly Report - Blank Form	1
10	FLETC Form 500-14-01 Health Questionnaire	1
11	FLETC Form 254-01-01 Employee On-Duty Fitness Program Privacy Act	6
12	Weekly OSHA Recordable Injuries and Illnesses - Blank Form	1
13	FLETC Form 500-14-04 Trainee Restriction Status	1
14	FLETC Form 066-01-20 Injury Information	1
15	Skin and Soft Tissue (SSTI) Monitoring & Tracking - Blank Form	1
16	Rhabdomyolysis Monitoring & Tracking Blank Form	1

17	Refrigerator Temperature Log for Twice Daily Readings Blank Form	1
18	DHS Form 11000-6, Non-Disclosure Agreement	3
19	FLETC Form 254-01-02 Physical Performance Requirements (PPRS)	14
20	Medication Inventory PAR levels all sites	6
21	Excel Spreadsheet Pricing Table for Price Submission	1

SECTION E - SOLICITATION PROVISIONS

52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;
(ii) The intention to submit an offer, or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) above **[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of provision)

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

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

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

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

(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 (DEVIATION NOV 2025)

(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.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of provision)

52.209-7 Information Regarding Responsibility Matters (DEVIATON NOV 2025)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

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

(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)

52.209-12 – Certification Regarding Tax Matters (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has □ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

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

(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 120 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 (not applicable to Invitation for Bids). 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)

ADDENDUM to CLAUSE 52.212-1:

(b) 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 (Section A) electronically via email to the Contracting Officer: sheryle.wood@fletc.dhs.gov**.**

(1) The offeror's proposal shall include the following data elements to be considered for award:

- A signed cover letter delineating any exceptions taken to the RFP terms and conditions. Offerors must ensure that their SAMS Unique Entity Identification (UEI) number is correctly annotated on the cover letter (DUNS numbers are no longer used). **Offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined unacceptable or be deemed non-responsive and excluded from consideration.**

- A minimum proposal acceptance period of **120 calendar days** shall be cited in the letter.

- Submit proposals as per instructions below.

E.6 Proposal Submission Instructions

1. **The Government intends to make one firm-fixed price (FFP) award under FAR 16.503, Requirements Contracts. The Government intends to award without discussion with offerors and without negotiation in accordance with FAR 15.203.**

2. **FAR 15.203 Competitive award without negotiation.**
   Contracting officers may make competitive awards without negotiations if the RFP states that the Government intends to evaluate proposals and make award without negotiations. If the RFP includes such a notice and the Government determines it is necessary to negotiate, the rationale for doing so must be documented in the contract file (10 U.S.C. 3303(a)(2) and 41 U.S.C. 3703(a)(2)).

3. **Clarification Questions**
   The Government reserves the right to address clarification questions to contractors submitting a proposal if deemed in the Government's best interest. The contracting officer will determine the responsibility of each proposal. A non-responsible and/or non-responsive proposal will preclude an evaluation and subsequent award.

4. **FAR 15.202 Evaluating competitive proposals.**
   Clarifications may occur, at the contracting officer's discretion, at any time after receipt of proposals through contract award. Contracting officers are not required to conduct clarifications with an offeror. If the contracting officer conducts clarifications with one or more offerors, it is not required to conduct clarifications with any other offeror.

5. **Requirements Contract**
   In accordance with (IAW) FAR 16.503, a requirements contract provides for filling all actual purchase requirements of designated Government activities for supplies or services during a specified ordering period exclusively from one contract, with deliveries or performance to be scheduled by placing task orders with the contractor. Task order provides for the issuance of orders for the performance of tasks during the period of the contract.

6. **EXTENT OF OBLIGATION:**
   The Government is obligated only to the extent of authorized task orders made under this requirement contract as authorized and approved by the Contracting Officer. Each individual task order shall not exceed the estimated quantities unless authorized by the Contracting Officer and modified into the parent award.

   The minimum quantities that the Government may order under will be no less than the quantities established by the Government for the base year period. The Government does not guarantee any orders for all unpriced CLINS presented in this requirement for the base year or option periods. All periods of performance beyond the base year are at the discretion of the Government at the time the option period or task order is executed. The maximum ceiling for this requirement contract shall not exceed $150 million in accordance with FAR 16.503-3 Limitations.

7. **Solicitation Questions**
All solicitation questions shall be received via email to sheryle.wood@fletc.dhs.gov **no later than May 15, 2026, 12:30PM, Eastern Time**. Response to questions received will be issued via amendment as soon as possible after the question due date and time. Late questions may not be considered. No telephonic questions will be accepted or addressed. The government reserves the right not to answer any or all questions received. Offerors are strongly encouraged to seek clarification on solicitation requirements in lieu of submitting copious assumptions with their pricing proposal.

8. **Proposal Due Date**
Date and time established for receipt of proposals is **June 4, 2026, 12:30PM, Eastern Time via email to sheryle.wood@fletc.dhs.gov** .

9. **Generalized Statements**
Offerors are advised that the use of generalized statements such as: The Offeror understands, the Offeror can and will comply with the requirements, or 'standard procedures will be used," "well known techniques will be used,' or statements that paraphrase the requirements of the PWS or RFP in whole or in part, will not constitute compliance with the requirements concerning the content of responses, thereby rendering the proposal non-responsive.

10. **Proposal Preparation**
Proposals must be prepared in accordance with the instructions and provide all required information in the format specified herein. **Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.** Proposal must set forth full, accurate, and complete information as required by the Request for Proposal. There is a criminal penalty for making false statements.

11. **NON-PRICED FACTOR – TECHNICAL PROPOSAL – Forty (40) page limit total (excluding cover sheet) [30 page limit Factor 1 & 10 page limit Factor 2 = 40 pages total].** This Factor should be a separate file labeled: TECHNICAL PROPOSAL and will only address technical factors.

The technical proposal should demonstrate that the offeror understands the overall scope of services and their interrelationships to optimize responsiveness, timeliness, efficiency, and effectiveness of services rendered. This technical proposal shall cover the following Factors/Subfactors:

11.1 FACTOR 1 – TECHNICAL AND MANAGEMENT APPROACH – 30 Page Limit

Factor 1 will consist of a written proposal to **only include** a cover sheet and a narrative outlining the offerors' Technical and Management Approach as outlined in the paragraphs below. **Submission is limited to 30 pages,** excluding the cover sheet which at the minimum should include the solicitation number and contractor's information (company

name; address; point of contact; point of contact's email address and phone number; and Unique Entity Identifier). Additional information can be added to this cover sheet. Each page is to be no larger than letter size (8.5"X11"); one (1) sided; font is to be no smaller than times new roman font 11; and Microsoft Office compatible. All tables, exhibits, etc. are to be included in the 30-page limit. This volume shall include the following for the Government's Consideration:

Technical and Management Approach:

Subfactor 1.1 Technical Approach – The Offer shall outline its technical approach for controlling, managing, and performing services for the project. The offeror shall address each of the specific tasks as listed in Section 5 of the Performance Work Statement. Detailed responses to each of these requirements will provide an explanation indicating the offeror's ability and proposed methodology to be utilized to meet each of the required tasks. Responses are not to be a restatement of the requirement but shall be comprehensive, well-conceived, and include detailed approaches to accomplishing the tasks and providing the deliverables. Proposal advantages and unique approaches to meeting or exceeding solicitation requirements should be highlighted. The technical proposal should demonstrate that the offeror understands the overall scope of services and their interrelationships in order to optimize responsiveness, timeliness, efficiency, and effectiveness of services rendered.

Subfactor 1.2 Management Approach – The offeror shall clearly define management and organization structure and procedures that demonstrate offeror's ability to manage a requirement of this size and scope as well as quality control matrix that demonstrate offeror's ability to meet or exceed performance standards. The offeror shall clearly demonstrate a feasible approach for controlling and managing the entire project and describe the offeror's general management/administration.

- Management controls of procedures in recruiting and hiring reflecting potential sources of personnel and how these sources will enable the contractor to provide personnel in a timely fashion and ensure personnel are available for work and peak hours are adequately covered.
- Staffing/Equipment Plan. The Offeror should provide a staffing approach to ensure the Offeror has the required staff to meet the requirements of the PWS and to adjust to changing staffing requirements. Include an organizational chart reflecting total staffing numbers (full time/part time) by classification, distribution of personnel, proposed work hours and supervision at work site. Any cross utilization of personnel shall be clearly explained and depicted to include relief personnel during performance of daily operations. Any teaming (including subcontractor) arrangements and the percentage of work to be performed by the prime contractor must be described. The offeror should identify all equipment to include vehicles in support of the Offeror's approach identified in this plan. Vehicles should include the make, model, year, and type (van, pickup, etc). The information should correlate to the data submitted under the price proposal but SHALL NOT contain pricing information.

- Processes for medicines inventory control accuracy, record keeping, and reporting.

11.2 FACTOR 2 – PRIOR EXPERIENCE– Ten (10) Page Limit (excluding cover sheet): Offeror shall describe and present specific experience in writing for work that has been performed within the past eight years that are similar in scope and complexity of this requirement in which the Offeror has provided health management services and provide whether the Offeror performed as the prime contractor or subcontractor. **This is not to be a list of contracts as requested in Factor 3 but a written assessment of the Offeror's experience in operating health units and providing the staffing.** The Offeror should address experience as it relates to the PWS with specific attention given to the following areas:

- Demonstrated practical experience in management and operations of Enterprise Health Unit Services of similar complexity/magnitude.
- Demonstrated practical experience in capabilities to directly manage and support an enterprise health unit services contract with four separate geographic locations concurrently.
- Demonstrated practical experience in company capabilities of providing qualified and trained medical and administrative personnel.
- Demonstrated practical experience in experience and capabilities to supply company owned property for health unit services for multi locations in multi regions.
- Provide rationale why your team would be the best choice for this requirement.

Failure to address these topics could reduce the evaluation rating as a result.

12. NON-PRICED FACTOR – FACTOR 3 – PAST PERFORMANCE -Seven (7) Page Limit (excluding cover sheet):

This Factor should be a separate file labeled: FACTOR 3 – PAST PERFORMANCE and shall only address past performance. **This is not the same as Factor 2 Prior Experience.**

12.1. The Offeror shall provide information on no more than three (3) contracts performed within the past eight (8) years that are similar to this effort in terms of type, scope, and complexity that demonstrate the offeror's ability to perform the proposed effort.

12.2. Where a teaming arrangement (as defined at FAR Subpart 9.6) is proposed, the Offeror shall provide additional information on no more than two (2) contracts performed by the other teaming partner(s) or subcontractor(s) within the last eight (8) years that are similar to this effort in terms of type, scope, and complexity. This is in addition to the three (3) contracts listed in paragraph 12.1. above. Where a teaming arrangement is proposed, a narrative/and or the actual teaming agreement if one exists, shall be submitted as part of the proposal by the managing partner of the Joint Venture or the prime contractor. The Government is interested in the roles, responsibilities, and distribution of effort (by type and percentage) between the parties in performance of the Government's requirement and this narrative may enhance the Government's understanding of your proposal. The teaming

agreement will not count against the stated page size limitation.

12.3. The offeror shall include the following information on each contract submitted: (1) Name of Agency, (2) Primary Point of Contact (name, title, email), (3) Prime or Subcontractor, (4) Contract Number, (5) Contract type, (6) period of performance, (7) total contract dollar value, and (8) brief description of the work.

13. FACTOR 4 – PRICE– No Page Limit:

This Factor should be a separate file labeled: FACTOR 4 – PRICE and shall only address price.

The offeror shall identify all resources required to accomplish the work required by the PWS. Price proposal shall include price for the phase-in period, base period and all option periods.

i. The contract type for this contract is firm-fixed price (FFP). Price proposal shall include a detailed written narrative outlining the price proposal, completed Schedule B Pricing, pricing table excel spreadsheet (Attachment 21), signed SF1449, acknowledge any amendments, and all information to comply with items ii through vii below. In the event there is a discrepancy between sections of the price proposal and Schedule B, Schedule B will govern. Prices must remain firm for a minimum of 120 days from the submission deadline.

ii. Include complete identification of all resources required to accomplish the work required by the PWS, delineating prime contractor from subcontractor, and include any Teaming Arrangement if applicable. This data will be utilized in assessing compliance associated with FAR Clause 52.219-14, Limitations on Subcontracting.

iii. Attachment 20, Pricing spreadsheet shall be completed to fulfill this requirement and included in price proposal submission. **Failure to provide all information data listed below will result in proposal rejection.**

iv. Offerors shall provide a complete and detailed breakdown in Attachment 20 , and submit only in Excel format of how proposed costs were determined for all contract years (base & option years). The breakdown must include the following elements for each period of performance. **Any other format (WORD and PDF) for Attachment 20 will not be accepted.**

v. **Contract Line Item Number (CLIN)**
A unique identifier assigned to each separate item or service to be provided under the contract, used for pricing, ordering, and tracking purposes.

vi. **Description of Labor Category**
A summary that clearly explains the duties, responsibilities, and tasks associated with

each labor category, as required to meet contract performance standards and requirements.

vii. **Service Contract Act (SCA) Occupation Code**
The specific code assigned by the U.S. Department of Labor to each labor category covered under the Service Contract Act, which determines the applicable minimum wage and fringe benefit requirements.

viii. **Base Labor Rates for Labor Categories for All Performance Periods**
The minimum hourly wage paid to an employee for a specific labor category, often set by the SCA Wage Determination or other regulatory requirements. This includes only the basic wage and excludes any additional compensation, benefits, or overhead.

ix. For each labor category, provide:

SCA WD minimum hourly wage
Proposed hourly wage
SCA Health & Welfare rate
SCA fringe benefits (if applicable)
SCA WD number and revision date
Identification of exempt or non-exempt status

x. **Firm Fixed Price (FFP) Direct Labor Categories and Rates**
The hourly rate paid to an employee that includes the base wage plus any direct compensation (such as bonuses or shift differentials), but excludes indirect costs, overhead, and profit.

xi. For all proposed exempt and non-exempt positions, clearly identify each position as exempt or non-exempt

xii. **Full Time Equivalents (FTEs) for each labor category**
The number of personnel, expressed as the equivalent of full-time employees, required to perform the work for each labor category. One FTE typically represents one person working a standard number of hours per year (e.g., 2,080 hours).

xiii. **Productive Hours**
The total number of hours an employee is expected to work and perform contract duties during the performance period, excluding paid leave, holidays, or other non-working time. Productive hours represent the actual labor hours available to accomplish contract requirements.

xiv. **Overtime Hours and Overtime Rate**
As this is a Firm Fixed Price (FFP) contract, overtime hours must be projected to meet performance standards based on the information provided in the requirements.

For each labor category (nonexempt), offerors must include the projected overtime hours and the corresponding overtime rates.

xv. **Exempt and Non-Exempt Fringe Benefits**
Include Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA), Workers' Compensation, Health & Welfare, Collective Bargaining Agreement (CBA) Pensions, Annual Benefit Funds

xvi. **Burdened Labor Rates**
The total hourly cost to the employer for an employee, including all direct and indirect costs. This includes the direct labor rate (base wage plus direct compensation), fringe benefits, payroll taxes, overhead, general & administrative expenses, and profit.

xvii. **Overhead**
Overhead represents indirect costs incurred in support of contract performance that cannot be directly attributed to a single project or activity. These costs typically include facility expenses (rent, utilities), administrative support, management salaries, IT infrastructure, and other shared resources. Overhead should be stated as a percentage applied to direct labor or other applicable cost bases, and the calculation methodology should be clearly documented.

xviii. **General & Administrative (G&A) Expenses**
G&A expenses are indirect costs associated with the overall management and administration of the business as a whole, rather than direct contract performance. Examples include executive salaries, accounting, legal, human resources, and corporate office expenses. G&A should be stated as a percentage applied to the appropriate cost base (e.g., total direct costs, total cost input), and the calculation methodology should be clearly documented.

xix. **Profit**
Profit is the amount added to the total cost to compensate the contractor for risk, investment, and as an incentive for performance. Profit is typically stated as a percentage applied to the appropriate cost base (e.g., total allowable costs or total price), and the methodology for determining the profit rate should be clearly documented. The proposed profit percentage should be reasonable and consistent with industry standards and contract requirements.

xx. **Escalation**
Offerors are required to include escalation rates for all option years in their pricing proposals. The proposed escalation rates should reflect anticipated increases in labor, materials, and other relevant cost elements over the contract period. Escalation rates are locked in at award.

xxi. **Other Direct Costs (ODCs)**
ODCs are costs directly attributable to contract performance but not classified as

labor or fringe. Industry practice is to itemize ODCs as separate line items in the pricing sheet, providing a detailed breakdown for each ODC, including description, quantity, unit price, and extended cost. **New Mexico Gross Receipt Tax should be included.** Supporting documentation (e.g., vendor quotes, catalog prices, historical data) should be provided. ODCs may include, but are not limited to, vehicles, equipment, materials, and supplies. For each ODC, provide quantities, unit price, and total cost.

xxii. The Excel file must clearly present all calculations and supporting data for each cost element, ensuring transparency and traceability of the proposed pricing.

xxiii. For non-exempt positions not conformed through Department of Labor (DOL), the offeror shall provide rationale for development of the position and applicable wage rate in the cost/pricing rationale section of the price proposal.

xxiv. Subcontractor, if applicable, shall submit pricing detail correlating to that required herein. Should subcontractor information be considered proprietary, subcontractor information shall be submitted to Sheryle Wood, Contracting Officer at email address: sheryle.wood@fletc.dhs.gov.

xxv. This solicitation is for a **Firm Fixed Price (FFP)** contract. **Equitable adjustments are not authorized**, except in the event of a revised Service Contract Act (SCA) Wage Determination issued by the U.S. Department of Labor **and increases to the New Mexico Gross Receipt Tax during the period of performance.** If the Department of Labor issues a revised SCA Wage Determination that applies to this contract, the contractor may request an equitable adjustment to the contract price solely to account for changes in wages, fringe benefits, or other labor standards as required by the revised determination. **Only one equitable adjustment annually will be permitted.**

xxvi. Offerors must include all pricing necessary to perform the required work at the level of effort needed to meet the standards outlined in the Performance Work Statement (PWS) and associated technical exhibits. All proposed prices must account for any anticipated costs, risks, and contingencies related to contract performance. No additional compensation will be provided for increases in costs or changes in circumstances, except as required by a revised SCA Wage Determination.

xxvii. Offerors are required to include escalation rates for all option years in their pricing proposals. The proposed escalation rates should reflect anticipated increases in labor, materials, and other relevant cost elements over the contract period. Offerors must provide the following information for each option year:

xxviii. **Escalation Rate(s):** Specify the percentage rate(s) applied to each cost element (e.g., labor, materials, overhead) for each option year, including any anticipated increases in SCA Wage Determination rates.

xxix. **Basis for Escalation:** Describe the rationale and supporting data used to determine the escalation rates, such as historical trends, published indices (e.g., Consumer Price Index, Producer Price Index), industry standards, or anticipated SCA Wage Determination increases.

Failure to include escalation rates and supporting information for option years may result in the proposal being considered non-responsive.

Offerors are cautioned that any noncompliance with the terms and conditions of this solicitation may cause their proposal to be determined unacceptable.

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

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Factor 1 – Technical and Management Approach
Factor 2 – Written Submission of Experience
Factor 3 – Past Performance
Factor 4 – Price

BASIS FOR AWARD: Award decision will be made based on the offeror that proposes the Best Value. The relative importance of the factors are as follows:

Factor 1 is more important than Factor 2. Factor 2 is more important than Factor 3. The non-price factors (Factors 1, 2, and 3) when combined, are approximately equal to Factor 4 (Price). As ratings for Factors 1, 2, and 3 become equal, the importance of Factor 4 (Price) may increase.

All proposals received shall be evaluated in accordance with the instructions and evaluation process as described herein. The evaluation will necessarily entail the subjective and professional judgment of the Government evaluators. One firm fixed price award shall be made to the offeror whose proposal is determined to best meet the needs of the Government after consideration of all factors. This will be the proposal that provides the best value to the Government. The best value offeror will result in the most advantageous acquisition decision for the Government as determined by an integrated assessment. The Government may award any resulting contract to other than the lowest priced proposal, or other than the proposal with the highest non-price rating.

(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. Evaluation of options shall not obligate the Government to exercise the option(s).

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

ADDENDUM TO PROVISION 52.212-2

a. The Government intends to award a single contract as a result of this solicitation. The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any or all proposers; and to award to the offeror submitting the proposal determined by the Government to be the most advantageous to the Government.

OFFERORS ARE ADVISED THAT THE GOVERNMENT INTENDS TO MAKE AWARD WITHOUT DISCUSSION OR WITHOUT ANY CONTACT CONCERNING THE PROPOSALS RECEIVED. Therefore, offeror should submit best and final offer/or most competitive offer that considers all evaluation criteria, solicitation submission requirements, and understanding of the level of effort established in the performance work statement. Offeror should not assume that they will be contacted or afforded an opportunity to qualify, discuss, or revise their proposals.

b. If the Government determines an award cannot be made without discussions, a competitive range determination will be made. A competitive range will be established consisting of all proposals determined under the evaluation factors to have a reasonable chance of being selected for award. Those offerors whose proposals are not within the competitive range will be notified of their exclusion from the competitive range. Further discussions with excluded offerors are not contemplated and any revisions to their proposals will not be considered.

c. Should a competitive range be established, written or oral discussions may be conducted with all responsible offerors within the competitive range. However, the Government reserves the right to make an award without discussions based on initial proposals.

d. All proposals submitted will be evaluated in accordance with evaluation factors as described herein. Proposals shall be evaluated against the evaluation factors set forth in the RFP, without regard for the relative strengths and weaknesses of competing proposals.

Evaluation Factors:
TECHNICAL PROPOSAL Factors 1 & 2 – Thirty (30) page limit total (excluding cover sheet).

Factor 1 – Technical and Management Approach: 20 Page Limit (excluding cover sheet)
This factor and all subfactors will be used to evaluate the Offeror's Technical and Management approach for providing the services delineated in the PWS. Under this factor the effectiveness, feasibility, responsiveness, innovation, competency, completeness, clarity, and the overall capability of the technical and management approach will be evaluated.

Subfactor 1.1 Technical Approach – The Government will evaluate the technical approach to assess its effectiveness to achieve each performance objective and standard that reflects the best industry and/or commercial practices, standards and procedure for all services identified in the PWS. The approach shall include methods and ambiguities, concerns, and conflicts that become apparent during the performance of this contract.

Subfactor 1.2 Management Approach – The Government will evaluate the total workforce (including any subcontractors) and how they manage work performance issues. The Government will evaluate the proposed number of personnel and supervisors based on technical approach and historical data and the demonstrated ability to meet the requirements of the PWS. The Government will evaluate the Offeror's ability to recruit and retain personnel with the assurance that all requirements of the PWS will be staffed as proposed. The Government will evaluate key personnel resumes.

Factor 1 Technical and Management Approach shall be rated as follows:

Prior Experience Ratings	
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

Factor 2, Prior Experience – Ten page limit (excluding cover sheet)

The Government will evaluate the extent to which the Offeror possesses the prior experience (either prime or subcontractor) and knowledge to successfully perform the requirements within the PWS based on the response provided in the Factor 1 submission. The Government will assess prior experience of the proposed Offeror in providing services, which are similar in scope and complexity of this requirement based on FLETC historical data, to measure the likelihood of success in performing the solicitation's requirements.

Factor 2 Prior Experience shall be rated as follows:

Non-Priced Rating	Definition
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention. The prior experience is relevant to the aspects of this requirement.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention. The prior experience has some relevancy to the aspects of this requirement.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention. The prior experience has low relevancy to the aspects of this requirement.

Factor 3 - Past Performance: Seven (7) Page Limit (excluding cover sheet)
The performance assessment will assess the confidence in the offeror's ability (which includes, if applicable, the extent of its critical subcontractors' or teaming partners' involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated past work record. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that met users' needs, including cost and schedule. The currency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance will be considered. Relevancy is based on projects of similar size, scope and complexity to the project as described herein. The Government will perform an independent determination of the relevancy of the data provided or obtained. The Government is not bound by the offeror's opinion of relevancy. 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.

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.

NOTE: In accordance with Federal Acquisition Regulation (FAR) 15.306(e), the Government "shall 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.

Factor 3 Past Performance shall be rated as follows:

Rating	Definition
High Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort with little or no Government intervention.
Some Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort with some Government intervention.
Low Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort even with Government intervention.
Neutral	No recent/relevant performance record is available, or the offeror's performance record is so spares that no meaningful confidence assessment rating can be reasonably assigned. This is neither a negative nor positive assessment.

Factor 4 – Price: No Page Limit

(1) Price will be evaluated to determine if the offeror's proposed price is fair and reasonable, complete, and balanced. The Government reserves the right to conduct a price realism analysis on any offers received. The analysis will be used solely to determine whether the offeror's proposed prices reflect the offeror's understanding of the technical requirements, are realistic, and do not indicate increased risk to the Government of unsuccessful performance. The price realism analysis is not mandatory and is at the discretion of the contracting officer.

(2) Offeror is required only to price the base and option periods. The Government may choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the rates of the last executed period of performance. Evaluation of options shall not obligate the Government to exercise the option(s).

(3) The government will evaluate each offeror's pricing for extending services under the authority of FAR Clause 52.217-8, Option to Extend Services by calculating six (6) additional months of pricing based on the offeror's final option period pricing submitted for evaluation. This amount will be the Total Evaluated Price (TEP). Prices for the base and option periods, including the 6-month option available under FAR 52.217-8 will be evaluated to ensure that they are fair and reasonable for performance of the requirements established in the solicitation and as proposed in the technical submission. The price for the effort associated with FAR 52.217-8 will not be included in the total awarded value at contract award. If, at the end of the contract's period of performance (base or option periods) and within the time period established in the clause, the Government chooses to exercise this option, the pricing will be pursuant to the rates specified in the contract for the preceding performance period.

(4) Unbalanced Pricing may be evaluated in accordance with FAR 15.404-6. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. All offers with separately priced line items or subline items must be analyzed to determine if the prices are unbalanced and if price analysis techniques indicate an offer is unbalanced, contracting officers must - (i) consider the risk to the government associated with the unbalance pricing in determining the competitive range and in making the source selection decision; and (ii) consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

(5) *Preferred method of analysis.* Price analysis techniques at FAR 15.404-1(b)(1) and (2) are the preferred methods for price analysis. However, if the contracting officer determines that information on competitive proposed prices or previous contract prices is not available or is insufficient to determine that the price is fair and reasonable, the contacting officer may use any of the remaining techniques as appropriate to the circumstances applicable to the acquisition. The fact that a price is included in a catalog does not, in and of itself, make it fair and reasonable.

(6) 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/Accuracy. The offeror's proposal is in compliance with the Price Volume instructions in the solicitation.

Realism. The offeror's understanding of the technical requirements as presented by the proposed price/cost and assessing the appropriateness of the labor categories, hours proposed, materials, and other ancillary items as they relate to the technical proposal. Proposal is realistic and does not indicate increased risk to the Government in unsuccessful performance.

Unbalanced. **Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices.** Unbalanced pricing exists, when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by application of cost or price analysis techniques.

52.216-1 Type of Contract (DEVIATION NOV 2025)

The Government contemplates award of a firm fixed priced (FFP) contract resulting from this solicitation.
(End of provision)

52.233-2 Service of Protest (DEVIATON NOV 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

3052.209-70 Prohibition on Contracts With Corporate Expatriates (JUN 2006)

(a) *Prohibitions.* Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this provision, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) *Definitions.* As used in this provision:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership.

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) Warrants.

(ii) Options.

(iii) Contracts to acquire stock.

(iv) Convertible debt instruments.

(v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:
_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.
(End of provision)