SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 70LGLY26RSSB00022	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/02/2026	PAGE 1	OF PAGES 85

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 26GVARIC06	6. PROJECT NO.

7. ISSUED BY CODE 70LGLY

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTERS
1131 CHAPEL CROSSING RD
BLDG: 681 Attn: S. Anthony
GLYNCO GA 31524

8. ADDRESS OFFER TO

Federal Law Enforcement Training Centers
Bldg: 681 Attn: S. Anthony
1131 Chapel Crossing Road
Glynco GA 31524

9. FOR INFORMATION CALL	a. NAME Shannon Anthony	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 912-261-3630

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

This Request for Proposal will result in a Single Firm Fixed Price Contract Award for project Flood Mitigation and Site Improvements at Kingston Commons, Federal Law Enforcement Training Center, Glynco GA.

This acquisition is an 8(a) competitive acquisition under SBA Requirement Number: 93427

The Government will utilize the acquisition strategy Best Suited Then Negotiate when analyzing proposals. The Government will also utilize Federal Acquisition Regulation procedures (FAR) 15.404, Price Negotiation when evaluating Offeror’s proposal.

The construction magnitude for this requirement is between $5,000,000 and $10,000,000.00.

The contract duration will be for a period not to exceed 365 calendar days after issuance of Notice to Proceed.

The North American Industry Classification System (NAICS) Code for this solicitation shall be 237990

Continued...

11. The contractor shall begin performance within 5 calendar days and complete it within 365 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* ☒ YES ☐ NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1400 ***(hour)*** local time 07/01/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY 70LGLY

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTERS
1131 CHAPEL CROSSING RD
BLDG 681 ATTN: S. Anthony
GLYNCO GA 31524

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Shannon Anthony

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Other Heavy and Civil Engineering Construction A site visit is scheduled June 10, 2026, at 10:00am at FLETC Building 200. Upon arrival, attendees should report to the commercial gate a minimum of 30 minutes prior to the application screening process, then proceed to Building 200. All personnel who are not currently badged will need to complete and return Day Pass applications for all attendees no later than June 8,2026, at 10:00am to the attention of Project Manager, James Roberts at James.E.Roberts@fletc.dhs.gov Please coordinate receipt of badge applications and submission with Mr. Roberts. Delivery: 365 Days After Notice to Proceed Delivery Location Code: FLETC GL DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRNG CTR 1131 CHAPEL CROSSING RD ATTN: BLDG: GLYNCO GA 31524 Period of Performance: 08/17/2026 to 08/16/2027 This is Firm Fixed Price CLIN for Flood Mitigation and Site Improvements at Kingston				
0001	Commons. All work shall be completed in accordance with project SOW, specifications and drawings. Product/Service Code: Y1PZ Product/Service Description: CONSTRUCTION OF OTHER NON-BUILDING FACILITIES Offerors shall provide a statement of compliance with FAR 52.222-50, Combating Trafficking in Persons, requirements and confirm subcontractors will accomplish a statement of compliance upon award.	1	EA		

B - Supplies or Services/Prices

Clauses

See Continuation Sheet, Standard Form 1442. Also, please refer to Exhibit A for completion of the Bid Schedule and proposal breakdown.

C - Description/Specifications

This requirement will result in the issuance of a Firm Fixed Price (FFP), Contract for Construction Services for the Construction of Flood Mitigation Systems Dorms 185, 186, and 187, Federal Law Enforcement Training Center Glynco, GA. The project scope is Design-Bid-Build and consists of the construction of a 4,231 linear foot (LF) low crested cantilever steel sheet pile floodwall with a reinforced concrete cap around the perimeter of the site. The perimeter wall, constructed to an elevation of +13.5 ft NAVD88, will enclose the existing wastewater lift station. The project also includes an option line item for the construction of a new parking lot and associated stormwater drainage system.

The work described herein shall include all labor, materials, equipment, supervision, and any other work necessary to provide the project complete and ready for use.

Hurricane Protection: The contractor is responsible for providing flood protection to the existing buildings. Temporary flood barriers (Aqua Dams) are in place on the site and generally follow the alignment of the sheet pile flood mitigation wall. After the beginning of hurricane season, the contractor shall maintain these barriers in place, only removing those sections that can be replaced by sheet piles within a working week. The contractor shall begin the installation of the sheet pile parallel to the drainage canal and shall complete this run (work points 22 to 26) prior to beginning the remaining installations. The contractor shall be prepared during hurricane season to close any gaps in the barriers with protection equivalent to the current temporary barriers within 3 calendar days. The government will maintain the current pumping capacity.

See Section J, Attachment 1 for the complete technical requirements associated with this action.

D - Packaging and Marking

Clauses

D.1 Packing and Marking

(a) All shipments of materials, equipment and/or supplies to the project site shall be addressed to the Contractor and not the U. S. Government. Preservation, packaging and packing shall be in accordance with standard practices for commercial packaging.

(b) Government personnel are not authorized to accept deliveries for the contractor, nor are they responsible for off-loading shipments. A contractor representative must be present to accept deliveries.

D.2 Payment and Postage and Fees

a) The Contractor shall pay all postage and fees related to submitting information (including forms, reports, etc.) to the Contracting Officer.

E - Inspection and Acceptance

Clauses

52.246-12 Inspection of Construction. (AUG 1996)

52.246-21 Warranty of Construction. (MAR 1994)

F - Deliveries or Performance

F.1 Existing Furniture, Equipment, and Materials

The Contractor shall move all furniture, equipment, and materials for access to work. Upon completion of work, such items shall be repositioned to their original location. Personal items, computers, telephones, audio-visual equipment, and facsimile machines will be removed by the Government. All other items will be removed and replaced by the Contractor. Some offices are fully furnished and others are less congested. It will be the Contractor's responsibility to remove and replace, or if unable to remove the furniture, to cover and protect, all furniture for the duration of the task order. Additional compensation may be negotiated for rooms that are considered “libraries’ or “volume storage areas.”

F.2 Occupancy of Premises

The premises may be occupied during the performance of the work.

F.3 Submittals & Preconstruction Conference

Submittals are due no later than 14 calendar days after award. For more information regarding submittals, please see Attachment 1, Scope of Work and Submittal Specifications.

Clauses

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-13 Time Extensions. (SEP 2000)

52.242-17 Government Delay of Work. (APR 1984)

G - Contract Administration Data

Clauses

G.1 Accounting and Appropriation Data

Funds have been reserved for this acquisition. The accounting appropriation data applicable for this acquisition will be provided in any resulting contract.

G.2 Identification of Correspondence

All correspondence and data submitted by the Contractor under this contract will reference the contract number and title.

G.3 Contracting Officer

The Contracting Officer (CO) for award of the contract will be Shannon Anthony from the office listed below:

FLETC, Procurement Division
Specialized Services Branch (SSB)
Bldg 681, 1131 Chapel Crossing Road
Brunswick, GA 31524

The Contracting Officer (CO) for administration of the contract will be Shannon Anthony.

G.4 Payment Office Address

Department of Homeland Security
FLETC Finance Division/Contract Payments
Building 681 (BFD)
Glynco, Georgia 31524
(See G.8, Invoices)

G.5 Contracting Officer

The Contracting Officer has the overall responsibility for the administration of this contract. All communication pertaining to contractual or administrative matters under the contract shall be addressed to the Contracting Officer. The Contracting Officer alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or schedules. However, he may delegate certain other responsibilities to his authorized representatives.

G.6 Designation of Contracting Officer's Representative

As indicated in Homeland Security Acquisition Regulation (HSAR) clause 3052.242-72, Contracting Officer's Representative, the Contracting Officer will designate a Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of services, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award. The designation letter will set forth the authorities and limitations of the COR under the action. The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer. In no event, will any matter deviating from the terms of this contract be effective or binding unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer for this contract should be informed as soon as possible of any actions or inaction by the Contractor or the Government which could change any of the terms, conditions, or completion times stated in the contract. On all matters pertaining to contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If a disagreement exists as to contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without contractual coverage could result in nonpayment.

G.7 Bonds – 52.228-1 Bid Guarantee (SEP 1996) (Not required for subject requirement)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be [20%] percent of the bid price or $3,000,000.00 the amount of the proposed price, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish

executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

G.8 Payment & Performance Bond (REQUIRED for subject requirement)

a. Performance and Payment bonds. The Contractor shall be required to provide both payment and performance bonds.

b. Penal sums. The penal sums of the performance and payment bonds shall equal one hundred percent (100%) of the contract price.

c. The Contractor shall furnish all bonds or alternative payment protection no later than ten (10) calendar days after receipt of the notice of award. The furnishing of bonds is a part of contract performance and failure to provide bonds within the time specified shall be grounds for default.

G.9 Individual Surety

a. As prescribed in FAR 28.200, individual sureties are acceptable for all types of bonds except position schedule bonds. In order for the Contracting Officer to determine the acceptability of individuals proposed as sureties, all bidders/offerors who submit bonds which are executed by individual sureties are required to furnish the following information in support of SF 28, Affidavit of Individual Surety, with the bond(s):

1. A complete description of real property offered, supported by proof of title, such as by title opinion or abstract of title, and a certified appraisal or tax assessment;

2. C.P.A. certified balance sheet(s) and income statement(s) with a signed opinion for each individual surety;

3. Independent certified appraisal of net value of property offered;

4. Independent Certification by licensed attorney or Title Company of liens or other encumbrances which exist against all property listed;

5. A current list of all other bonds on which the individual is a surety and bonds for which the individual is requesting to be a surety, together with a statement as to the percent completion of these bonded jobs.

6. Copy of latest Federal and State Income Tax returns including all schedules.

b. This information is necessary to enable the Government to evaluate the sufficiency of the surety. Failure to furnish this information may result in non-approval of the surety and a determination of non-responsibility.

G.10 Irrevocable Letter of Credit

As prescribed in FAR 28.204-3, an Irrevocable Letter of Credit is acceptable for all types of bonds, if all provisions of FAR 28.204-3 and FAR -14 are met. FAR -14 requires a specific format for the Irrevocable Letter of Credit and the letter from the Financial Institution confirming an Irrevocable Letter of Credit.

G.11 Invoices

a. All payments under this contract will be made by electronic funds transfer (EFT) in accordance with FAR 52.232.33, Payment by Electronic Funds Transfer—System for Award Management (See Section I). An invoice is a written request for payment under the contract for supplies delivered or for service rendered. Invoices shall cite the contract number, quantity, price, and total amount of invoice. The sample invoice forms will be given to the successful offeror at the Pre-Construction meeting after contract award. In accordance with FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts (Section I), the Contractor shall furnish proper certification required by paragraph (d) on progress payments.

b. Invoices shall be prepared by the Contractor and submitted and distributed as follows:

Email to the attention of the Contracting Officer at Shannon.Anthony@fletc.dhs.gov

c. The Government will pay all proper invoices per the provisions of FAR 52.232-5, Payments Under Fixed Price Construction Contracts, and FAR 52.232-27 Prompt Payment for Construction Contracts (see Section I).

d. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required contractor submittals, invoices will be processed for payment.

e. Submission of the 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.

G.12 Payment to Contractor

a. The Provisions of the clause entitled "Payment Under Fixed-Price Construction Contracts" prescribed in FAR 52.232-5 are supplemented as follows:

1. In preparation of estimates, the Contracting Officer (CO) may authorize materials delivered to the site and preparatory work done to be taken in to consideration if these items are specifically identified in the accepted Schedule of Values (SOV) (if applicable) for the contract. The CO will only authorize payment for stored materials in the SOV that are considered high value; long lead or difficult to obtain; or are specialty items specifically manufactured for this project. Standard construction materials such as CMU block, conduit, wire, paint, etc. will be paid for upon satisfactory installation of the material. Payment requests for authorized stored materials in the SOV must be accompanied by an invoice showing a detailed description, quantity, cost of the materials, and evidence of contractor payment for the materials. If payment is authorized, the Contractor will be paid the lesser of the material invoice amount, or the SOV line item amount. Any remaining SOV line item balance shall be redistributed to the material installation activity, or another activity as acceptable to the Contracting Officer. The Contractor remains responsible at all times for the proper storage and protection of all materials. Retention will be withheld from future payment applications for improperly stored materials for which the Contractor has been previously paid.

2. The FLETC will not normally authorize payment for material stored off-site. In the event the FLETC and the Contractor both agree that it is in interest of the project to consider payment for off-site material, the following conditions at minimum must be met:

a) Material properly stored in a bonded warehouse;

b) Submission of a paid invoice indicating the contractor has title to the material

c) Arrangements made for government representative to inventory the material

d) A defined material delivery date to the project

3. In accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved.

b. No payment request (invoice) will be processed by the Contracting Officer when the Contractor's payroll submittals and/or those of any subcontractor are not current. This means the Contracting Officer must have in hand payroll submittals for the prime Contractor and all subcontractors up through and including the week immediately prior to the date on the invoice. Any invoice received wherein the Contractor has not adhered to this policy will be promptly returned to the Contractor and will not be processed until payroll submittals are brought up to date by the Contractor.

G.13 Final Payment

Final payment will not be made until all work is completed and accepted, all submittals have been received and approved, warranties received, and final cleanup of the premises is accomplished.

G.14 Daily Report to Inspector

The Contractor's Superintendent shall complete for each day and submit electronically daily, prior to 10 AM of the following day, Form FTC-FMD-42 (12/09), Daily Report to Inspector to the Government Project Manager, Building 200, FLETC, Glynco GA. The Daily Report should contain a clear accounting of the time, location, type and quantity of work that took place. All sections shall be filled out or a comment made indicating that "this does not apply at this time". If the proper procedure is not followed, a "Contract Construction Compliance Notice" will accompany the returned document or in the case of no report, the "CCCN" will be your notification.

G.15 Special Note

Sections K, L and M of this solicitation will be physically removed from any resultant award; however; Section K will be deemed to be incorporated by reference.

Special Contract Requirements Clauses

SECTION H- SPECIAL CONTRACT REQUIREMENTS

H.1 Directives, Regulations, And Instructions (Jul 2013)

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

In the event of a conflict between this contract and FLETC directives, regulations, or instructions the contract shall take precedence.

H.2 Operation On The Facility Safety (Jul 2013)

H.2.1 Safety

The Contractor shall 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 shall conform to all safety rules and requirements in effect on the award date of this contract and shall 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 shall make contract personnel available for government-furnished safety and occupational training, estimated at two (2) to four (4) hours annually per individual. Government-furnished training may include Quality, Safety, and Occupational requirements.

H.2.2 Accident Reports

Within 24-hours of occurrence, the Contractor shall prepare a report of all job-related accidents and injuries occurring on FLETC property. The Contractor shall deliver the report to the Contracting Officer Representative (COR) and if COR is unavailable the CO. The Contractor shall 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.

H.2.3 Occupational Hazards
The Contractor shall comply with all elements of OSHA Safety and Health Standards, FLETC Safety & Health Directives and all other Federal, State and Local regulatory requirements.

H.2.4 Physical Security
The Contractor shall 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 shall 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.

In the event of an Emergency or Fire

1. **Glynco Security**
    a. Dispatch x2911
    b. (912) 267-2911
2. **Artesia Security**
    a. Dispatch x8136
    b. (575) 748-8136
3. **Charleston Security**
    a. Dispatch x911
    b. (843) 974-6305
4. **Cheltenham Security**
    a. Dispatch x911
    b. (301) 877-8400

The Contractor shall 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 shall obtain Government approval, label the containers with the materials' fire hazard potential, and store the containers in fire-rated locking metal cabinets.

H.2.5 Traffic Regulations
Contractor and subcontractor personnel operating motor vehicles on FLETC shall 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 shall be reduced to 15 mph. Traffic laws are enforced on the Center, and violations shall be assessed penalty points,

which can result in the revocation of driving privileges on the Center.

H.2.6 Prohibited items - See Interagency Security Committee Executive Order 14111, U.S. DHS, Cybersecurity and Infrastructure Security Agency, **Interagency Security Committee Document** (2022 edition) for the list of prohibited items on federal facilities.

Substances
Contractor personnel are not permitted to bring any substance that is illegal under Federal or State law or statute.

Weapons
Contractor personnel are not permitted to bring privately owned firearms, weapons, or ammunition on FLETC facilities. This restriction includes handguns, rifles, shotguns, hunting bows, arrows, etc. All privately owned firearms, weapons, and ammunition must be surrendered/checked in at the Security Visitor Control Center (VCC) Weapons Storage area upon entry to FLETC.

H.2.7 Supervision of Contractor Personnel
The Contractor's personnel shall always remain under the Contractor's direct supervision. Although the Government will coordinate direction within the scope of the contract, detailed instructions for the Contractor's personnel's performance and supervision shall remain the sole responsibility of the Contractor.

H.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 shall be affected by the Local Rescue Squad or Security Vehicle as determined necessary by attending medical authorities. The Contractor shall 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 shall be incurred and borne by the Contractor as non-reimbursable by the Government.

H.4 Subcontracting
The Government reserves the right to approve or disapprove subcontractors for any work required by this contract. The Contractor shall obtain the CO's written approval of all subcontractors and provide copies of approved subcontracts.

H.5 Other Contracts
The Government may award third party contracts for additional work at or near the site of work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall 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 shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

H.6 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 shall 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.

H.7 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).

H.8 Conservation
Contractor and subcontractor personnel shall actively participate in all energy conservation efforts and programs applicable to work performed under this contract. The Contractor shall instruct its personnel and subcontractors in utilities conservation policies.

H.9 Labor Relations
The Contractor shall 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 shall provide the CO with a copy of any collective bargaining agreement applicable to personnel performing on this contract.

H.10 Affirmative Procurement Of Biobased Products Under Service And Construction Contracts

The Contractor shall provide a complete list of biobased products purchased to carry out the contract requirements. Provided to those listed in FAR 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts (May 2024), product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30. The products list shall be organized into the following three categories: Biobased products, Sustainable Products and Services and all other products. The Contractor shall list volume to be used and total cost for each individual product in each category.

H.11 Photography

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

H.12 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 agents. Contractor and subcontractor personnel shall 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 shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this performance work statement.

H.13 Contractor Vehicles, Driver's license and Vehicle Passes

All Contractor vehicles operated on Government property shall 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 shall be removed from the job site immediately. Each vehicle operated by the Contractor under this contract shall, at all times, display a valid state license plate and safety inspection sticker, if applicable.

Vehicles 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.

Traffic laws are enforced on the Center and violations shall be assessed penalty points, which can result in revocation of driving privileges on Center. Contractor personnel operating motor vehicles on FLETC shall observe traffic regulations and posted speed limits. Drivers will reduce speed to no more than 15mph when passing jogging formations.

H.13.1 Vehicle Inspections

The Contractor shall be liable for any resultant delays (including jeopardizing their performance report rating on contract schedules) should a vehicle fail to meet the standards.

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

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

H.14 Permits
The Contractor shall, 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 shall be provided to the CO upon request.

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

H.15 Environmental Protection
The Contractor shall comply with all applicable environmental protection requirements, including all Federal, State, and local laws and regulations. All environmental protection matters shall 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 shall reimburse the Government for that portion of the fine and associated costs for which the Contractor is responsible.

H.16 Access To Buildings
It shall 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 shall be responsible for safeguarding all Government property and securing facilities, equipment, and materials at the end of each work period.

H.17 Key Control and Access Control Devices
Keys to include keyless entry cards or other similar access control devices will be issued to the Contractor as appropriate. The Contractor shall receive, service, and account for all keys issued for use in the performance of this contract. The Contractor shall 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 shall become a part of the quality control plan. The Contractor's plan shall 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, shall duplicate or fabricate any Government key or access control device in its custody. The Contractor shall report loss or unauthorized duplication of Government issued keys to the CO and/or the COR, along with his/her designated representative within 48 hours of learning of the loss or duplication by Contractor personnel. Should replacement keys be required, the Contractor shall submit a

WRITTEN REQUEST to the COR and/or the CO, before any action is taken to replace any key.

The Contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The Contractor shall 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 shall 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 shall be replaced and replacement cost borne by the Contractor.

Contractor personnel shall not allow anyone the use of any Government key in their possession. They shall 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 shall not be left unattended during the service process and shall be re-locked by Contractor personnel after completion of their service duties.

H.18 Disclosure Of Information
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 shall 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, shall be guilty of a crime punishable by a fine of up to $10,000, or imprisoned up to ten years, or both.

H.19 Implementation Of Executive Order (E.O.) 13224-Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism
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.

H.20 Advertising of Award
The Contractor shall 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.

H.21 Damage Reports
In all instances where Government property or equipment is damaged by Contractor personnel, the Contractor shall submit a full written report of the facts and extent of such to the COR within 24 hours.

H.22 Property Damage And Personal Injuries
The Contractor shall 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 shall repair or replace to the satisfaction of the Contracting Officer (CO) or his representative any surfaces, fixtures, furnishings, structures, equipment, material, or supplies which were damaged by Contractor personnel. The Contractor shall 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 shall 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.

H.23 Indemnity And Liability
The Contractor shall 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 shall 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 shall 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.

H.24 Contractor Liability For Acts Of God

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 this geographical area. 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.

H.25 Insurance

The Contractor shall 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 shall certify to the CO in writing that the required insurance has been obtained. Within 10 days after the award of this contract, the Contractor shall 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 shall 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 shall 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.

H.26 Holidays (Updated PRO 2026)

a. The Government recognizes the following holidays: New Year's Day, Birthday of Martin Luther King Jr., Washington's Birthday (President's Day), Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

From OPM.Gov – 2026 Federal Holidays

Date	Holiday
Wednesday, January 01	New Year's Day

Date	Holiday
Monday, January 20	Birthday of Martin Luther King, Jr.
Monday, February 17 *	Washington's Birthday
Monday, May 25	Memorial Day
Friday, June 19	Juneteenth National Independence Day
Friday, July 03**	Independence Day
Monday, September 07	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, December 25	Christmas Day

**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.*

***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.*

b. The Federal holidays listed above are holidays granted to Federal employees. The Contractor shall refer to the individual wage determination (SCA Wage Determinations or Davis-Bacon Wage Determinations) for actual holidays to be allowed for contractor employees.

i. 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.
ii. 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.
iii. 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).
iv. 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 Project Management (PM) responsibilities on the non-training days.

H.27 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.

H.28 Personnel Security Requirements (Updated October 2019 CSO)
H.28.1 General Requirements
General Security:

FLETC security regulations are found in the most recent revisions of the following FLETC Directives and Manuals (FD_FM)-Links are from FLETC Connect:
Number 71-01, Physical Access Control FD_FM 71-01 Physical Access Control - 508.pdf
Number 71-11, Building/Area Security and Access FD_FM 71-11 Building Area Security and Access - 508.pdf
Number 121-02, Internal Security FD_FM 121-02 Internal Security Program - 508.pdf
Number 121-03, Personnel Security and Suitability/Fitness Program FD_FM 121-03 FLETC Personnel Security and Suitability Program - 508.pdf
Number 121-10, Operations Security FD_FM 121-10 Operations Security Program - 508.pdf
Number 121-11, Information Security FD_FM 121-11 (70-08) Administrative Security Program (Manuals A and B) - 508.pdf
Number 121-14, Identification Badges, Credentials and Shields FD_FM 121-14 (71-00B) Identification Badges, Credentials, and Shields - 508.pdf
Number 121-15, Violence in the Workplace FD_FM 121-15 (67-01) Violence in the Workplace - 508.pdf
Number 121-17, Traffic Regulations on FLETC Facilities FD_FM 121-17 (70-09I) Traffic Regulations on FLETC Facilities - 508.pdf

a. Contractor and subcontractor personnel in the performance of this contract or any representative of the Contractor entering FLETC shall abide by all FLETC security regulations that may be in effect during the contract period. Any such individual(s) shall be subject to those security inspections which may be deemed necessary by FLETC to ensure that no security violations occur during the contract. It shall be the Contractor's responsibility to ensure that each applicant who is expected to perform on FLETC facilities or who requires routine access to FLETC facilities shall complete the most current versions of the following forms:

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 Questionnaire for Non-Sensitive Positions, SF85, Questionnaire for Public Trust Positions, SF85P. 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. 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 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 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 shall 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 shall include the individual's name and social security number. If this information results in the subsequent termination of the individual's access to 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 FLETC shall be borne entirely by the Contractor. Denial of access for Contractor or subcontractor personnel to FLETC by the CSO shall 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 (FD-FM) Links are from FLETC Connect:

Number 71-01, Physical Access Control FD_FM 71-01 Physical Access Control -

508.pdf
Number FLETC Manual 121-14 FD_121-14 Credentials and Shields (formerly 71.00B, Credentials and Shields); and
Number 71-11, Building/Area Security and Access FD_FM 71-11 Building Area Security and Access - 508.pdf

H.28.2 Fitness Determinations of Contractor Personnel
To establish trust with contractor personnel, FLETC evaluates their character and conduct to ensure they add to the integrity and efficiency of the Government. This Fitness determination process is commonly known as a background check or eligibility determination. It is NOT an evaluation of the individual's technical expertise or job qualifications.

A position sensitivity designation must be established for every position performing on the contract. This designation is used to determine the type of background check required for each contractor personnel. The contractor personnels' proposed physical and logical access (and additional risk factors) requirements must be coordinated with the CO or COR to ensure the correct Fitness determination is performed.

Position Sensitivities are designated as low risk, moderate risk, or high risk. Additional details can be found in the related FLETC Policies

Any such individual(s) shall be subject to those security inspections which may be deemed necessary by FLETC to ensure that no security violations occur during the course of the contract. It shall 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 shall complete the most current versions of:
FLETC Form 121-00-02, for short-term access/badge application requests
DHS Form 11000-25, for long-term access/badge applications
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 Questionnaire for Non-Sensitive Positions, SF85, Questionnaire for Public Trust Positions, SF85P. 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.

b. FLETC reserves the right and prerogative to deny and/or restrict facility and information access of any Contractor 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 based on a case by case review of the severity of the offense. Examples of offenses which may prevent access to FLETC include, but are not limited to:

1) Any felony conviction.
2) Any misdemeanor conviction of a serious nature.
3) Multiple misdemeanor convictions.
4) Any conviction for drug usage trafficking or involvement;
5) Violence against Law Enforcement Officers (LEO).
6) Current open criminal charges.
7) Aggravated Violent Crimes (e.g., child brutality, child molestation, rape, wrongful death of another, etc.).
8) An active arrest warrant.
9) Past incidents that would reflect badly on 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 shall report to the Chief Security Officer (CSO), through the COR and copying the CO, any adverse information coming to their attention concerning Contractor and subcontractor personnel during the course of the contract. The report shall include the individual's name and social security number. If this information results in the subsequent termination of the individual's access to 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 FLETC shall be borne entirely by the Contractor. Denial of access for Contractor or subcontractor personnel to FLETC by the CSO shall not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract

e. Incomplete request will be returned to the contractor applicant’s COR/PM.

Applicants have 30 days to provide missing information and/or information needed to mitigate derogatory issues. If the requested information is not provided by the end of the 30 days suspense date, the request will be cancelled.

Contractor personnel are subject to specific access requirements as defined herein.
1) Contractor. The Contractor shall manage the submission of personnel requests for background investigations and shall conduct their own pre-screening to ensure not only that the application is complete, but also to pre-screen for Fitness using the same standards the Government applies.

2) Fitness for Contractor Personnel to Perform on FLETC, Fitness factors are identified in the most current version of DHS Instruction Handbook 121-01-007-01, Personnel Security, Suitability and Fitness Program.
The Contractor shall:
a) Furnish to prospective Contractor personnel under this contract the necessary forms to be

completed to request access to FLETC (U.S Citizen and Immigration Services (USCIS) Employment Eligibility Verification I-9, DHS Non-Disclosure 11000-6, Office of Personnel Management (OPM) Declaration for Federal Employment form OF-306, and DHS Form 11000-25).

b) Ensure that personnel have been checked through E-Verify, https://e-verify.uscis.gov/emp/vislogin.aspx.
E-Verify informational brochure on how to create an account:
http://www.uscis.gov/USCIS/Verification/E-Verify/Publications/Guides/guide-enrollment.pdf

c) Review the completed forms for completeness and accuracy then submit completed forms to the CO or COR for processing.

3) Contractor Personnel Access For More Than Six Months. All Contractor and subcontractor personnel who are not temporary or intermittent and who work at FLETC on a regular basis for more than six (6) months will be required to complete an SF85. For Contractor and subcontractor personnel determined to be in a moderate risk position, the SF85P will be required to be completed. Questionnaires must be completed by Contractor and subcontractor personnel utilizing the Defense Counterintelligence and Security Agency (DCSA) NBIS eAPP.

a) The CSO/ Personnel Security Program (PER) will initiate Contractor and subcontractor personnel in the eAPP 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 National Background Investigation Bureau (NBIS) website and completing the electronic questionnaire.

c) In order for Contractor and subcontractor personnel to begin work, the SF85/85P must be completed and electronically released to CSO/PER. CSO/PER will then release the SF85/85P to the DCSA 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 fitness for employment, the Contractor shall:

i) Provide to the CO a Form I-9, OF306, 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. Employment vouchers are required for the past two years of employment.

ii) Upon notification from 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 shall provide fingerprints and a photograph.

iii. Following a favorably adjudicated background investigation, 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), FLETC may elect to approve temporary access to the facility for Contractor and subcontractor personnel while the rest of the fitness investigation is being completed. If the NAC is not returned in five (5) days from the time that the CSO/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 FLETC for more than five (5) days, but less than six (6) months, the Contractor shall 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 shall 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 shall conduct background checks for access using the information provided from the Form
11000-25.

i) Upon notification from 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 shall provide

fingerprints and a photograph.

iii. Once the results of the fingerprints are received by the CSO/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 FLETC for up to five (5) days, the Contractor shall request temporary or intermittent access utilizing FLETC Form 121-00-02 Visitor Access Request. Such access is granted at the discretion of the CSO.

H.28.3 Identification Badges

a. All individuals working on or requesting access to FLETC must obtain authorization to enter FLETC through the issuance of an appropriate FLETC identification badge or PIV card. FLETC badge/card or PIV card are required to be worn visibly on the outside clothing between the neck and waist always displaying the photograph side of the identification badge while on FLETC premises. Lost or stolen identification documents must be immediately reported to the Chief Security Office / Field Security Operations (CSO/FSO).

b. A 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 reasons approved by CSO/FSO. Lost or stolen identification documents shall 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.

c. If Contractor and subcontractor personnel resign, are terminated, or denied access to FLETC, voluntarily or otherwise, prior to contract completion, the bearer of FLETC identification badge or PIV card and vehicle pass shall immediately surrender them to the Contractor. The Contractor shall return FLETC identification badge/PIV card to the CSO/FSO within three (3) business days of the resignation, termination, or access denial. In addition, the contracting company COR or PM will notify CSO/PER of the contractor termination/separation date. Failure to return FLETC identification badge or PIV card will result in the Contractor being charged as proscribed in paragraph c. above.

H.28.4 Classified Contracts and Cleared Contractors

a. **Classified National Security Information (CNSI)**

Contracts which authorize companies access Classified National Security Information (CNSI) are commonly referred to as classified contracts. Contract companies and contractor personnel on classified contracts are also bound to the security requirements contained in the Department Of Defense (DOD) Contract Security Classification Specification Form (Form DD254). Contractor personnel in a national security position that perform on a classified contract must receive their clearance from the DISCO. Both the Contractor (facility) and the Contractor's (to include the subcontractor) personnel must have clearances issued by the DISCO. National security positions are identified in Title 5 Code of Federal Regulation (CFR) 732.102 and CFR 1400.

b. **Identification Badges and Vehicle Passes**

The Contractor shall be responsible for returning to the CSO all identification badges and vehicle passes issued under the contract no later than 15 days after the final acceptance of the work by FLETC. Final contract payment shall not be authorized until 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.

c. **Cost of Denied background checks**
Before final payment is made, the Contracting Officer (CO) in conjunction with the CSO may review the number of badge applications submitted under this contract. If the number of Contractor and subcontractor personnel denied access to FLETC because of the results of the background investigation exceed 8% of the total number of Contractor and subcontractor personnel requesting access to FLETC, the Contractor shall bear the cost for the background investigations for each denied background check above 8%. The cost of a background investigations for fiscal year 25 is $179 for a Tier 1, $415 for Tier 2, and $5,355 for a Tier 5. The percentage to be borne by the Contractor for Contractor and subcontractor personnel denied access to 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 shall not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract.

H.28.5 Review of Clearance Access and Fitness 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 personnel who are denied access to FLETC shall 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. **Fitness Determinations**. When adverse information is developed in the course of a background 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 shall be provided with a Proposed Action Letter (PAL) that contains the questionable information. Contractor and subcontractor personnel shall 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 shall 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 shall 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 shall only be granted under specific conditions and processes as defined in the applicable

regulations and directions regarding such requirements.

c. **Foreign Nationals**
1) 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 FLETC.

a) Employment requests for Foreign Nationals (FN) must be submitted to the CSO 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 FLETC Registration Buildings/Visitors Centers at all FLETC sites.

i) NOTE: All FNs seeking to perform at FLETC MUST present valid identification documents (Passport) at the Registration Building/Visitor Center. Failure to present required credentials will result in denial of access to the facility and employment eligibility.

b) For FNs who are or are not Lawful Permanent Residents (LPRs) of the United States, requests must be submitted to the CSO no less than 30 business days in advance of the first day of access. A copy of the FN's passport must be attached or a copy of the LPR's Resident Alien card, Permanent Resident card must be attached.

c) 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 shall 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.

H.29 Security Training (See FLETC Directive 121-11 (Formerly 70-08) Administrative Security Program Manual 70-08B)

General. All Contractor personnel (including subcontractors or any representative of the Contractor) entering Federal Law Enforcement Training Centers (FLETC) shall be provided Security training prior to accessing FLETC.

Training.

a. Security training shall be provided by the Contractor, at least annually. The training shall 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. Contractor supervisory personnel will ensure that the material is available for review by any contractor employee.

b. Active Shooter Threat training by the Contractor and consist of viewing the one (1) hour Government-provided DVD that will be provided at time of award and must be viewed prior to entering FLETC and shall be provided again at least annually by contractor. Active Shooter Preparedness Webinar Training (CISA) Link: Active Shooter Preparedness Webinar Training | CISA.

Reporting. The Contractor shall 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 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 is attached.

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

H.30 Access To Facilities, Information Technology Resources, and Sensitive Information Requirement (July 2013 CSO)

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 shall 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 shall 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: 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 fitness. Completed forms shall be submitted as directed by the CO. Upon the CO's request, the Contractor and subcontractor personnel shall 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 shall 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 shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Contractor shall 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.

H.31 Operations Security (OPSEC) Requirements (Jul 2013 CSO)
FLETC Operations Security (OPSEC) Program acts to secure against the inadvertent release or unauthorized disclosure specific, unclassified facts about FLETC's mission, intentions, capabilities, or activities that 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 shall 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 shall 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 shall 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 CSO/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 CSO/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's use of personal still and video photography (including cell phone cameras) is prohibited.

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 CSO/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.

Contract Completion: The Contractor shall 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 shall be through the COR or CO.

H.32 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 shall abide by all FLETC IT security regulations which may be in effect during the contract period. Any such individual(s) shall be subject to those checks which may be deemed necessary by FLETC to ensure that no violations occur. It shall 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 shall be the sole responsibility of the Contractor. Denial of IT system access for any individual because of failure to meet FLETC IT security standards shall 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 shall 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 shall be through the COR.

H.32.1 Information Technology Security Training

All Contractor and subcontractor personnel entering FLETC shall 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 FLETC IT system rules of behavior, prior to gaining system access.

IT Security Awareness training shall be provided by the Contractor for Contractor and subcontractor personnel requiring access to FLETC IT systems and resources. The Contractor shall 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 shall deliver to the CO an IT Security training report within the first 30 days of performance. The report shall be provided in Microsoft Excel format. The report shall contain

the Company Name, Employee Name, Date, and Date of Training.

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

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

H.32.2 IT Access
The Contractor shall 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.

H.34.3 Contractor IT Security Plan
The Contractor shall provide, implement and maintain an IT Security Plan. The plan shall 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.

H.34.4 Interconnection Security Agreements
Interconnections between FLETC and non-FLETC IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements, memoranda of understanding, service level agreements or interconnection security agreements.

H.34.5 Information Security Standards Applicable to this Contract
DHS Sensitive Systems Policy Directive 4300A, version 13.4, December 2024, or subsequent publication.

H.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 shall 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 shall 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 shall 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 shall 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 offer telephone support, such as, but not limited to, a help desk shall 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 shall 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 shall 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 meets 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 shall 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 shall 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.

H.35 Phase-In/Orientation Period

The Contractor shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 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.

H.36 Phase-Out/Contract Completion
The Contractor shall provide a phase-out plan to the Contracting Officer for approval 120 days prior to contract completion. The plan shall describe how the contractor shall 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. During the phase-out period, the incumbent shall 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 shall 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 shall be available to attend the post-award conference to the follow-on contract as a means to aid in transition. Duration of engagement shall be limited to two (2) hours. Incumbent shall be notified no later than 72 hours in advance of conduct of the conference of date and time for attendance.

If there is a change in Contractor, the incumbent Contractor shall 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 shall specify a training program and a date for transferring responsibility for each division of work described in the plan and shall be subject to the Contracting Officer’s approval.

The Contractor shall schedule all inventories to occur within 15 business days prior to exercise of options or the termination of the contract. The Contractor shall 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 shall 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 shall 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, shall 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 shall make the library available to the follow-on contractor during the Phase in/Phase out period. The exiting Contractor shall ensure the Technical Library is in an organized and maintained state prior to turning over to the follow-on contractor.

H.37 Salvage
All Government-owned material and equipment which are removed or disconnected but are not specifically indicated or specified for reuse shall remain the property of the Government if determined by the COR to be of value. Such items shall be delivered by the Contractor to the location on FLETC designated by the CO, when and if circumstances arise which warrant doing so.

H.38 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 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 Section H.

H.40 Subcontracting Requirements
Contractor or Subcontractor will ensure that all terms and conditions of FAR clause 52.222-11, Subcontracts (Labor Standards) (May 2014) are incorporated into any and all subcontracts issued in the performance of this contract.

The Contractor shall 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 shall be responsible for making the work acceptable, including any additional costs or time involved.

H.41 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.).

H.42 Work Scheduling
The Contractor shall control and perform all work as not to cause interference with the normal conduct of Government business and training or work being performed by other Contractors' projects.

The Government may award other contracts for additional work at or near the site of work under this contract.

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

Contractor shall submit to the COR, all work schedules for approval by the COR. The Contractor shall adhere to the established schedules.

The Contractor shall fully cooperate with the other contractors and with Government employees,

and shall 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.

H.43 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 shall:

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) 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 shall 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 shall 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.

H.44 Records

The Contractor shall 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 shall provide the original record or a reproducible copy of any such record within five (5) working days of receipt of the request.

H.45 Smoking

The Contractor shall be responsible for adhering 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 shall only be permitted in designated smoking areas.

H.46 Hazardous Materials Management

The Contractor shall provide a complete list of hazardous materials, proposed chemicals, etc. to be utilized during the course of this contract. This list shall be forwarded to the CO/COR who will then forward to FLETC Environmental Safety Branch (ESB), for review and approval.

All hazardous materials shall 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 shall be grounded and are not to exceed the storage capacity. Storage cabinets shall be vented, each individual stored container shall not exceed a five-gallon capacity. No hazardous materials shall be stored on the jobsite

without the CO's approval.

Appropriate safety cans and dispensers shall be used to transport small quantities of hazardous materials. The Contractor shall 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.) shall be accomplished in accordance with the Federal Law Enforcement Training Center (FLETC) Hazardous Waste Management Plan. The Contractor shall 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 shall submit a Hazardous Waste Management Plan that Conforms to FLETC Hazardous Waste Plan 10 days after award and when changes occur.

The Contractor shall not remove or ship hazardous waste from FLETC. The shipping and disposal of Hazardous Waste shall 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 shall be managed and collected in strict accordance with FLETC Hazardous Waste Management Plan. FLETC Environmental Programs Branch will dispose, transfer, and transport hazardous waste generated by the Contractor utilizing the Waste Transfer Document.

The Contractors' Environmental Representative shall be responsible for the proper segregation, packaging and handling of hazardous waste in accordance with FLETC Hazardous Waste Plan.

The Contractor shall 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 shall be in accordance with FLETC Hazardous Waste Management Plan.
Hazardous waste shall be stored at a designated Satellite Accumulation Area.

Note: FLETC will establish the SAA Area) When the waste stream exceeds 55 gallons it shall 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 shall 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 shall be responsible for proper segregation, identification and classifying of his waste stream.

The Contractor shall 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 shall provide the ESB with a copy off all hazardous waste documentation annually or upon request.

The Contractor shall provide a complete list of hazardous materials, proposed chemicals, etc. to be utilized during the course of this contract. This list shall be provided to the CO/COR within 15 days of contract award and immediately following changes/additions for review and approval by the FLETC Environmental Safety Branch (ESB).

All hazardous materials shall be stored in approved containers in good functioning condition meeting all regulatory requirements. All Safety Data Sheets (SDS) are to be readily available and provided to the CO/COR for review and approval prior to use.

The Contractor is responsible for ensuring compliance with all Federal, State, and local environmental laws and regulations 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.) shall be accomplished in accordance with the Federal Law Enforcement Training Center (FLETC) Hazardous Waste Management Plan.

The Contractor shall submit a Hazardous Waste Management Plan that Conforms to FLETC Hazardous Waste Plan 30 days after award and when changes occur. The Contractor shall not remove or ship hazardous waste from FLETC. FLETC The Contractors' Environmental Representative shall be responsible for the proper segregation, packaging and handling of hazardous waste in accordance with FLETC Hazardous Waste Plan.

The Contractor shall coordinate with the CO/COR for all matters associated with hazardous waste storage, transportation, and/or disposal. Hazardous waste shall be stored at a designated Satellite Accumulation Area.

H.47 Safety And Environmental

H.48 Supplies, Materials, And Equipment Provided By The Contractor

Unless otherwise specified herein, the Contractor shall furnish all supplies, materials, and equipment necessary for the performance of work under this contract. All supplies and materials shall 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.

H.49 Hazardous Material Storage
a. The Contractor, its personnel, subcontractors, their personnel, and representatives shall become acquainted with and fully, always comply with FLETC Regulations, Directives, and Instructions. Any individual shall be subject to removal from the Center for noncompliance.
b. In the event of a conflict between this contract and any FLETC Directive, Regulation or Instruction the contract prevails.

The Contractor, subcontractor personnel, and any representatives shall comply with Federal, state, and local laws and regulations. Noncompliance may result in removal from FLETC.

H.50-H.61 Are Construction Sections (If not applicable please delete)
H.50 PRECONSTRUCTION CONFERENCE
a. A preconstruction conference will be arranged by the CO after award of contract and before the Notice to Proceed is issued. The CO/Specialist will notify the Contractor of the time and date set for the meeting. At this conference the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative (security, fire, and environment protection), safety, labor, and construction responsibilities. The Contractor will have the opportunity at the conference to ask questions concerning any contractual requirements.

b. Prior to this conference the Contractor shall submit pre-construction submittals to the Government Project Manager with a copy to the Contracting Officer for each of the following preconstruction submittals referenced in technical specification Section 01 33 00 "Submittal Procedures":

-Certificate of Insurance in completed form;
-Surety Bonds;
-Qualifications, certifications, resumes, and Appointment Letters for Quality Control Manager and Superintendent
-List of proposed subcontractors and suppliers;
-Project Schedule
-Submittal Register (Status Log,
-Accident Prevention and Safety Plan
-Quality Control Plan
-Environmental and Waste Management Plan

c. The Contractor's proposed Project Manager, Superintendent, and Quality Control Manager must attend the Preconstruction Conference.

d. Preconstruction submittals shall be submitted to the Government Project Manager and Contracting Officer seven (7) days prior to the scheduled Preconstruction Conference and requires Government approval prior to issuance of Notice To Proceed and work commencement on site.

e. A Letter of Record will be written documenting all items discussed at the conference, and a copy will be furnished by the Procurement Office to all in attendance.

H.51 NONCOMPLIANCE NOTICE (LEVEL 2)

a. The Contractor shall provide a Safety Representative for this contract. This individual shall be responsible for the overall safety of the project site and shall have the authority to act in all safety matters for the Contractor. The Safety Representative shall be on site at all times during construction. The Safety Officer may not be the QCM. Reference the related Safety Officer's requirement presented in technical specification Sections 01 45 00 and 01 52 50.

b. If a Contractor is found to be in violation of safety regulations (Title 29 Code of Federal Regulation, part 1926 and 1910, and Department of Homeland Security Directive 066-01, Safety and Health Program3) or in noncompliance with various terms or specifications of the contract, a notice will be issued by the Construction Representatives or other Government personnel assigned to the contract. Receipt of this notification shall be indicated by the signature of the Contractor's Safety Representative on the form, as well as the signature of the Contractor's Superintendent. Potential violation or areas of noncompliance will be addressed during a preconstruction conference.

H.52 TIME EXTENSION FOR UNUSUALLY SEVERE WEATHER – GLYNCO, GEORGIA

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with FAR clause 52.249-10, Default (Fixed Price Construction). Contractor shall be responsible for verification and consideration of National Oceanic and Atmospheric Administration's (NOAA) historical monthly averages for the NOAA location closest to the contract site, or similar data. In order for the CO to award a time extension under this clause, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor shall record on the daily Contractor's Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

c. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous month), be calculated chronologically from the first to the last day in each month and be recorded as full days. The CO will examine any adverse weather days to determine whether a Contractor is entitled to a time extension. Adverse weather days occurring must prevent work for 50 percent or more of the Contractor's workday and delay work critical to the timely completion of the project. In order to claim adverse weather delays, the Contractor shall maintain and submit a monthly record of all actual adverse weather days. The CO will convert any qualifying delays to calendar days, giving full consideration for equivalent fair-weather workdays, and issue a modification in accordance with contract clause entitled "DEFAULT (FIXED-PRICE CONSTRUCTION (FAR 52.249-10)."

d. The Contractor's schedule must consider adverse weather delays on all weather dependent activities. The following table of anticipated adverse weather delay days reflects climatological data based on NOAA data for the project area and will constitute the baseline for the total contract time adverse weather delay evaluations. The contractor's progress schedule must anticipate this number of adverse weather delays in weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	6	7	6	7	6	7	6	6	4	4	6

H.53 EQUITABLE ADJUSTMENTS; WAIVER AND RELEASE OF CLAIMS

a. Pursuant to the Changes Clause at FAR 52.243-4, the work under this contract may be changed. If a change under this clause causes an increase or decrease in the cost of, or time required for, the performance of any part of the work under this contract, whether or not changed by any such order, an equitable adjustment shall be made, and the contract modified accordingly. This provision describes the process by which a Contractor must prepare and submit its request for equitable adjustment.

b. A Contractor's request for an equitable adjustment to the contract amount must be in writing. The proposal must include:

1. The date, circumstances, and source of the order to change the Work;

2. A description of the planned Work immediately prior to the changed work with regard to the Project Schedule; and,

3. Statements that the Contractor regards the order or condition to be change to the Contract that causes (or will cause) an increase or decrease in the Contractor's costs of and/or time required for performance.

c. Each request for equitable adjustment that involves a request to increase or decrease the contract amount must include a detailed quantification of the requested adjustment along with sufficient information and documentation to support the reasonableness of the proposed amount(s). This information and documentation to support changes to the cost of labor, equipment, materials, subcontracts, or other direct or indirect costs incurred (or planned to be incurred) may be submitted in the form of, but not limited to:

1. Cost or pricing data as described by FAR Part 15;

2. Unit prices charged on other recent comparable projects (for work subject to unit pricing);

3. Competitive subcontractor quotes;

4. An itemized breakdown of costs by separate trades and/or subcontractors, to include documentation of subcontractor/supplier quotes/proposals and a statement that the Contractor considers the subcontractor/supplier quote/proposal to be fair and

reasonable;

5. Contractor/subcontractor/supplier mark-ups; and

6. Other costs included in the Contractor's proposal that are defined, documented, and supported.

d. Detailed cost information to support or document proposed costs may include, as a minimum, the following types of information:

1. Direct labor costs to include the estimated number of hours for each trade and hourly rate of pay. There may be circumstances in which the proposal should be documented by reflecting the impact to specific positions. Documentation may include such records as certified payrolls, job cost reports, and project costs reports. (NOTE: Where the direct labor costs exceed $25,000, associated labor costs, such as Workmen's Compensation, employment taxes, FICA and FUTA should be broken out separately.)

2. Direct material costs including quantities, measurements, and unit prices.

3. Construction equipment costs (if applicable) supported by equipment type and rental rate or hourly cost of ownership.

4. Overhead, profit, and/or commission as applicable.

e. Proposals, including all documentation and support, shall be submitted not later than 14 calendar days after being requested unless otherwise directed.

f. The percentages for overhead, profit, and commission which will be allowed by the Government may vary according to the nature, extent, and complexity of the work involved, but in no case shall exceed the following guidelines:

1. Percentages for commission, profit, and overhead shall be negotiated and may vary according to the nature, extent and complexity of the work involved. Only costs allowed within the principles and procedures of FAR Part 31 will be considered within costs attributable to overhead. In no case shall the commission, profit or overhead exceed the following unless the Contractor clearly demonstrates entitlement to a higher percentage:

Work Performed By:	**Maximum Potential Charges**	**Commission**	**Profit**	**O/H**
Prime Contractor's Own Workforce	Prime Contractor	None	10%	10%
Subcontractor's Workforce	Subcontractor	None	10%	10%
	Prime Contractor	8%		
Sub-Subcontractor's Workforce	Sub-Subcontractor	None	10%	10%
	Subcontractor	5%		
	Prime Contractor	5%		

2. In no instance shall the Government provide for more than three tiers or layers of profit and or commission, irrespective of the number of tiers or layers of purchase, acquisition or contracting. Neither overhead changes nor profit shall be allowed by any entity that does not directly incur costs of the work performed.

3. Equitable adjustments for deleted work shall include credits for overhead, profit and/or commission at the same level as costs would have been incurred. If a proposal includes both increases and decreases in the contract price, the application of overhead and profit shall be on the net change in direct costs to the Contractor, Subcontractor or Sub-Subcontractor performing the work.

4. Unless otherwise defined by contract terms and conditions or separate rate agreement, overhead, profit and commissions include all indirect and other direct costs of the Work. Where appropriate, the costs of bonds and insurance shall be reflected as a separate line of cost.

g. Whenever the Contractor submits a claim for equitable adjustment under any clause of this contract which provides the equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays of disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

h. The Contractor agrees that, if required by the CO, he will execute a release, in form and substance satisfactory to the CO, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents, and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions or both caused by the aforesaid change.

H.54 PERCENTAGE OF WORK PERFORMED BY THE CONTRACTOR

Prior to commencement of the work at the site, the Contractor shall furnish to the CO a description of work to be performed with the Contractor's own organization and the percentage of total amount of work to be performed under the contract which this represents. Consider the value of materials as part of work performed by the Contractor only if the materials are to be installed on the site by his own organization.

H.55 AREA OF CONTRACT OPERATIONS

a. The Contractor shall take all precautions to ensure that no damage will result from his operations to private or public property. All damages caused by the Contractor shall be repaired or replaced by the Contractor at no cost to the Government. The Contractor shall submit a list of all of his construction machinery, equipment, and materials to be used on the site. This list shall be submitted to the CO at the Preconstruction Conference and shall include, as applicable, the following: accommodation scaffolding, backhoe, grader, etc. The list shall provide the quantities,

types of equipment, and the scheduled period of use on the site.

b. The Contractor shall store all supplies and equipment on project site so as to preclude mechanical and climatic damage. Materials and equipment shall be protected in accordance with the manufacturer's recommendations. Maintain site in a neat and orderly manner daily.

c. The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. Store equipment that is removed in performance of work were directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned, and replaced equal to its condition prior to starting work. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

d. The Contractor shall comply with all applicable State and Local laws, ordinances, and regulations relative to noise control.

e. The Contractor shall ensure all trucks leaving the site with loose debris are loaded in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before entering surrounding streets. In the event of spillage, the Contractor shall be responsible for cleanup to restore the site to the original condition and appearance.

f. The Contractor shall provide adequate toilet facilities for all Contractor personnel.

H.56 GOVERNMENT FURNISHED PROPERY (GFP)
Government furnished property, if provided, will be issued through the Facilities Management Division. The Contractor shall coordinate with the COR to schedule pick-up. Pick-up, delivery, and installation will be the responsibility of the Contractor.

H.57 RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS
All items having any apparent historical or archeological interests discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report the find to the CO and the COR so that proper authorities may be notified.

H.58 CONTRACTOR'S STAFF
The Contractor shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the work and progress of the subcontractors. Key personnel staffing requirements establish a minimum level of on-site managerial staffing required under this contract. Additional support staffing, to include clerical staff, may be necessary to support the workload.

H.59 CONSTRUCTION STAGING AREA
Prior to establishing a staging area for use during construction, the successful Offeror shall contact the CO or his duly authorized representative for direction and/or an approved site.

END OF SECTION H

I - Contract Clauses

Clauses

52.202-1 Definitions. (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

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

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023)

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

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

52.204-1 Approval of Contract. (DEC 1989)

This contract is subject to the written approval, one level above the Department of Homeland Security Contracting Officer and shall not be binding until so approved.

(End of clause)

52.204-2 Security Requirements. (MAR 2021)

52.204-9 Personal Identity Verification of Contractor Personnel. (AUG 2025)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (AUG 2025)

52.204-13 System for Award Management Maintenance. (AUG 2025)

52.204-14 Service Contract Reporting Requirements (AUG 2025)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

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

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

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

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

52.210-1 Market Research. (MAY 2025)

52.211-12 Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of __$600.00_____ for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.215-2 Audit and Records - Negotiation. (OCT 2025)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 2025)

52.219-1 Small Business Program Representations.(OCT 2025)

52.219-6 Notice of Total Small Business Set-Aside. (OCT 2025)

52.219-8 Utilization of Small Business Concerns (OCT 2025)

52.219-14 Limitations on Subcontracting. (OCT 2025)

52.219-28 Post-Award Small Business Program Representation. (OCT 2025)

(a) Definitions. As used in this clause—

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and

the size standard in paragraph (d) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The

small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition—

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

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

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

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

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

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

(1) The Contractor represents that it □ is, □ is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it □ is, □ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that—

(i) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:_____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that—

(i) It □ is, □ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it □ is, □ is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it □ is, □ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that—

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns

maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (OCT 2025)

52.222-6 Construction Wage Rate Requirements. (OCT 2025)

52.222-7 Withholding of Funds. (MAY 2014)

52.222-8 Payrolls and Basic Records. (JUL 2021)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (OCT 2025)

52.222-12 Contract Termination - Debarment. (OCT 2025)

52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (MAY 2014)

52.222-21 Prohibition of segregated facilities. (APR 2015)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade

22.2%

Goals for Female Participation for Each Trade

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the Federal Law Enforcement Training Center, Glynco, GA.

(End of provision)

52.222-26 Equal Opportunity. (Sep 2016)

52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)

52.222-35 Equal Opportunity for Veterans. (JUL 2014)

52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

52.222-37 Employment Reports on Veterans. (OCT 2025)

52.222-38 Compliance with Veteran's Employment Reporting Rights (FEB 2016)

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

52.222-50 Combating Trafficking in Persons. (NOV 2021)

52.222-54 Employment Eligibility Verification. (OCT 2025)

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

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

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

52.223-1 Bio-based Product Certification. (OCT 2025)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (OCT 2025)

52.223-3 Hazardous Material Identification and Material Safety Data. (OCT 2025)

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

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (MAY 2008)

52.223-10 Waste Reduction Program. (MAY 2024)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (OCT 2025)

52.223-19 Compliance With Environmental Management Systems (May 2011)

52.223-20 Aerosols. (May 2024)

52.223-21 Foams. (May 2024)

52.225-9 Buy American - Construction Materials. (OCT 2025)

52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)

52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2021)

52.226-8 Encouraging Contractor Polices 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)

52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

52.228-2 Additional Bond Security. (OCT 1997)

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

52.228-11 Individual Surety -Pledges of Assets. (FEB 2021)

52.228-12 Prospective Subcontractor Requests for Bonds. (DEC 2022)

52.228-14 Irrevocable Letter of Credit. (NOV 2014)

52.228-15 Performance and Payment Bonds - Construction. (JUN 2020)

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

52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

52.232-12 Advance Payment (OCT 2025)

52.232-13 Notice of Progress Payment (APR 84)

52.232-17 Interest. (MAY 2014)

52.232-18 Availability of Funds. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-27 Prompt payment for construction contracts. (Jan 2017)

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. (AUG 2025)

52.233-3 Protest after Award. (AUG 2025)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2025)

52.236-2 Differing Site Conditions. (MAY 2025)

52.236-3 Site Investigation and Conditions Affecting the Work. (MAY 2025)

52.236-4 Physical Data (Apr 1984)

52.236-5 Material and Workmanship. (APR 1984)

52.236-6 Superintendence by the Contractor. (AUG 2025)

52.236-7 Permits and Responsibilities. (AUG 2025)

52.236-8 Other Contracts. (AUG 2025)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (AUG 2025)

52.236-10 Operations and Storage Areas. (AUG 2025)

52.236-11 Use and Possession Prior to Completion. (AUG 2025)

52.236-12 Cleaning Up. (AUG 2025)

52.236-13 Accident Prevention. (NOV 1991)

52.236-14 Availability and Use of Utility Services. (AUG 2025)

52.236-15 Schedules for Construction Contracts. (AUG 2025)

52.236-17 Layout of Work. (AUG 2025)

52.236-21 Specifications and Drawings for Construction. (AUG 2025)

52.236-26 Preconstruction Conference. (FEB 1995)

52.242-13 Bankruptcy. (JUL 1995)

52.242-14 Suspension of Work. (APR 1984)

52.243-4 Changes. (JUN 2025)

52.244-6 Subcontracts for Commercial Items (June 2025)

52.245-1 - Government Property (SEP 2021)

52.245-9 Use and Charges (APR 2012)

52.246-21 Warranty of Construction. (MAR 1994)

52.248-3 Value Engineering - Construction. (OCT 2025)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

52.251-1 Government Supply Sources. (APR 2012)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

52.253-1 Computer Generated Forms. (OCT 2025)

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

Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (JUL 2023) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(b) Clauses.

_X___3052.204-71 Contractor Employee Access.

_X___3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X__ 3052.215-70 Key Personnel or Facilities.

_X___3052.228-70 Insurance.

_X_3052.242-72 Contracting Officer's Representative.

(End of clause)

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

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

3052.211-70 Index for specifications. (DEC 2003)

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)

3052.223-70 Removal or disposal of hazardous substances--applicable licenses and permits. (JUN 2006)

3052.225-70 Requirement for Use of Certain Domestic Commodities. (NOV 2024)

J - List of Documents, Exhibits and Other Attachments *

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title
1	Statement of Work & Specifications & Drawings
2	SF 25 - Performance Bonds
3	SF 25A - Payment Bonds
4	SF 28 - Affidavit of Individual Surety
5	Format for Irrevocable Letter of Credit
6	Format for Financial Institution
7	FTC.FMD-70 - Invoice Cover Sheet
8	Instructions for Completing WH-347
9	WH 347 - Wage and Hour Division
10	FMD 42 - Daily Report
11	DHS 11000-6 - Non-Disclosure Agreement
12	12 FLETC Form 121-00-02 Badge Application- Project Manager/COR to provide most revised version
13	13 USCIS Form I-9 - Instructions for Employment
14	Eligibility Verification Form
15	SF 85 - Questionnaire for Non-Sensitive Positions
16	Security Handout
17	Security Training List
18	GA Construction Requirements Statute Wage Determination
19	SF 1413 - Statement and Acknowledgment
20	SF 1444 - Request for Authorization of Additional Classification and Rate
21	SF 24 - Bid Bond
22	SF LLC - Disclosure of Lobbying Activities
23	Financial Questionnaire
24	DHS 700-3 - Contractor Release Form
25	WH 1321 - DOL Poster
26	Past Performance Questionnaire
Exhibit A	Bid Schedule and Proposal Breakdown

K - Representations, Certifications, and Other Statements of Bidders

Clauses

52.204-3 Taxpayer Identification. (OCT 1998)

(a) *Definitions*.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

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

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization*.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-8 Annual Representations and Certifications. (OCT 2025)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is__*237990*_____.

(2) The small business size standard is ___*$45M*_____.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $200,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or

include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

52.204-17 Ownership or Control of Offeror. (Aug 2020)

OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision–

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

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

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity? __ Yes or __No.

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

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

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

(End of provision)

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

52.204-20 Predecessor of Offeror. (AUG 2020)

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

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

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

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

Predecessor legal name: [(Do not use a "doing business as" name)].

(End of provision)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (Dec 2023)

52.204-24 Representation Regarding Certain Telecommunications and Video. (NOV 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)

52.209-7 Information Regarding Responsibility Matters. (OCT 2018)

(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).

(End of provision)

52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that-

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

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (End of provision)

52.222-38 Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)

52.223-1 Biobased Product Certification. (MAY 2024)

52.223-4 Recovered Material Certification. (MAY 2008)

L - Instructions, Conditions, and Notices to Bidders

SUBMISSION REQUIREMENTS

Flood Mitigation and Site Improvements at Kingston Commons
Federal Law Enforcement Training Center, Glynco GA
Single Firm Fixed Price Contract
70LGLY26RSSB00022

ELECTRONIC PROPOSAL SUBMISSION IS REQUIRED. ELECTRONIC SUBMISSION SENT VIA FACSIMILE WILL NOT BE ACCEPTED. HAND CARRIED PROPOSAL SUBMISSION IS NOT AUTHORIZED.

DIRECTIONS FOR SUBMITTING PROPOSALS
All proposals shall be submitted electronically. All submissions shall be in Adobe PDF format, excluding the Offeror's supporting bid schedule documentation. The Offeror shall submit bid schedule documentation via Excel; utilizing Exhibit A (Proposal Breakdown). The price proposal and any technical information provided shall be submitted as "*separate*" single files.

Please submit your proposal to the attention of the Contracting Officer at the following email address: Shannon.Anthony@fletc.dhs.gov

Proposal Due Date and Time:

Request For Proposal No: 70LGLY26RSSB00022
Due Date of Proposal: July 1, 2026
Time by which Proposals are Due: 02:00 P.M. (E.T.)
Title of Project: **Flood Mitigation and Site Improvements at Kingston Commons**

The date and time of delivery will be established by the time of receipt of the e-mail notification to the Contracting Officer, not by the date and time of uploading the proposal for submission to the Contracting Officer. Do not assume that electronic communication is instantaneous. Please make allowances for delays in transmittal. If an electronic submission is uploaded minutes before the deadline but notification is not actually received in the recipients' e-mail inboxes until after the deadline, the submission will be considered late.

The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf. The Offeror is responsible for ensuring that proposals are submitted so as to reach the designated recipient of proposals. The Offeror is responsible for allowing sufficient time for the proposal to be received in accordance with the information provided.

WAGE DETERMINATIONS: The appropriate wage determination for this firm fixed price requirement is: **GA20260293 dated 05/18/2026 and GA20260315 dated**

05/18/2026 (please use the most recent determination at the time of proposal submission.

TECHNICAL MATTERS: Submit technical inquiries and questions relating to this solicitation to:
Contracting Officer, Shannon Anthony at Shannon.Anthony@fletc.dhs.gov

Proposals shall be submitted in accordance with the following instructions:

Proposals shall be organized and tabbed in accordance with Submission Requirements identified below. Proposals shall be signed by a duly authorized official of the Offeror's company and are required no later than **02:00 PM eastern time on Tuesday, July 1, 2026.**

The Request for Proposal Packet must include the following:
Volume I Price

TAB A – Standard Form 1442, completed and signed by authorized individual(s)
TAB B – Section B – Bid Schedule and Exhibit A
TAB C - Section K– Representations and Certifications.
TAB D – Financial Information (Completion of Attachment 23 and Letter from Offeror's Surety Company stating bonding capacity to include bonding aggregate)

Volume II Technical Requirements

TAB E - Past Performance

- Government will review PPQ (minimum of 2 no more than 5) submissions and retrieve PPIRS/CPARS records, etc. as outlined in Section M
- PPQ (Attachment 26) submission will be used to evaluate Factor 1 Past Performance (TAB E) and Factor 2 Corporate Relevant Experience (TAB F) Offerors may use the same PPQ submission for both Factors.

TAB F – Technical Requirements – Corporate Relevant Experience

- Tab F – Project Criteria - A minimum of 2 no more than 5 Past Performance Questionnaires as identified in Section M, paragraph B are required for submission (Attachment 26) Offerors may use the same PPQ submission for both Factor 1 and Factor 2.

Tab G – Factor 3 Logistics and Scheduling Narrative, page limitation 3 (8.5x11). Please refer to Section M paragraph C (FACTOR 3 Logistics and Scheduling)

TAB H – Teaming Arrangements and Narratives, if applicable.

- Notwithstanding the specific requirements of any other area of the RFP, information submitted about any company other than the Offeror, whether a predecessor company, affiliated company, subsidiary (including wholly owned subsidiaries), or subcontractors that will perform major or critical aspects of this

requirement, or other associated business, WILL NOT be evaluated for any factor unless the proposal contains a detailed narrative explaining why this submitted information is relevant to this acquisition. The Government will consider the adequacy of this explanation in deciding the relevance and weight, if any, of the information to this procurement. Where information about a subcontractor is properly submitted and relied upon by the Government in evaluating proposals, the failure of the Offeror to actually perform with that subcontractor may be grounds for termination for default. Any narrative provided should be incorporated into the Offeror's proposal at Tab H.

Clauses

52.204-7 System for Award Management. (NOV 2024)

52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (NOV 2021)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.219-11 -- Special 8(a) Contract Conditions. (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements delegated to the Department of Homeland Security, Federal Law Enforcement Training Centers the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Department of Homeland Security, Federal Law Enforcement Training Centers shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Department of Homeland Security, Federal Law Enforcement Training Centers.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the “Disputes” clause of said subcontract.

(f) To notify the Department of Homeland Security, Federal Law Enforcement Training Centers Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of Clause)

52.219-12 Special 8(a) Subcontract Conditions (Oct 2019)

(a) The Small Business Administration (SBA) has entered into SBA Requirement Number _93427._____ with the Federal Law Enforcement Training Center Glynco GA_____ to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The TBD, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. 70LGLY26CSSB0000XX_____ for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the Federal Law Enforcement Training Center Glynco/Procurement Division with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will notify the Federal Law Enforcement Training Center Glynco/Procurement Division Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Federal Law Enforcement Training Center Glynco/Procurement Division.

(End of clause)

52.219-17 SECTION8(A) AWARD (OCT 2019)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the _____ *[insert name of contracting activity]*the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the _____ *[insert name of contracting agency]* Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (OCT 2022)

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;

(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A contracting officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant eligibility.

(d) The _____ *[insert name of SBA's contractor]*will notify the_____ *[insert name of contracting agency]*Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the following:

Department of Homeland Security
Federal Law Enforcement Training Center
Procurement Division
Specialized Services Branch
Building 99-FLETC

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 Site Visit (Construction). (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit will be held on June 10, 2026, at 10:00am. Please coordinate site access with Project Manager, James Robert at James.E.Roberts@fletc.dhs.gov no later than **June 8, 2026, at 10:00am (local time)**. For site access requirements and further details on who will be allowed access to FLETC, please see Section H.29. Upon arrival, Attendees should report to the commercial gate for access, then proceed to Building 200. Questions regarding the site visit should be directed to:

Name: James E. Roberts

Email: James.E.Roberts@fletc.dhs.gov

Telephone: 912-267-3054

52.236-28 Preparation of Proposals - Construction. (OCT 1997)

(a) Proposals must be

(1) submitted on the forms furnished by the Government or on copies of those forms, and

(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including -

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

(End of provision)

M - Evaluation Factors for Award

EVALUATION CRITERIA

All Offeror's proposal submissions shall be evaluated utilizing two factors as follows:

Non-Cost Factors:
Factor 1: Past Performance
Factor 2: Corporate Relevant Experience
Factor 3: Logistics and Scheduling

Cost Factor:
Factor 4: Price

Order of Importance: Non-cost factor Past Performance is of equal importance to Price

A. FACTOR 1: Past Performance (TAB E)

An overall assessment of the Offeror's Past Performance will be evaluated utilizing project information submitted by the Offeror (submit maximum of five PPQs) as well as project information retrieved from CPARS/PPIRS by the Government, the Federal Awardee Performance and Integrity Information System (FAPIIS), the Electronic Subcontract Reporting System (eSRS), and any other known sources. The Government will utilize the CAGE/Unique Identifier Number provided by the Offeror to retrieve past performance information. PPQs coupled with information retrieved by the Government will not exceed 8 records for Factor 1, Past Performance evaluation.

i) An assessment will be made of the projects submitted (PPQs) and retrieved from CPARS/PPIRS and completed in the past five (5) years. An offeror must receive an overall rating of satisfactory or better to be considered for project award. The Past Performance Rating will be based on the evaluation criteria identified the Factor 1, Past Performance ratings table below.

ii) The information in Factor 1 from the PPQ and CPAR/PPIRS evaluations must clearly establish that the Offeror's submittal meets the definitions established in the Past Performance Ratings Table below.

Factor 1, Past Performance Ratings Table	
Rating	**Definition**
(S) Superior	Based on the offeror's past performance record, it is highly likely that the offeror will successfully perform the required effort.
(A) Satisfactory	Based on the offeror's past performance record, it is likely that the offeror will successfully perform the required effort.
(N) Neutral	No relevant performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past

	performance information for the offeror, key personnel, or subcontractors. This is neither a negative nor positive assessment.
(U) Unsatisfactory	Based on the offeror's past performance record, it is not likely that the offerorwill successfully perform the required effort.

The past performance evaluation will result in an assessment of the Government's confidence in the ability of the Offeror to meet the solicitation requirements. The past performance evaluation considers the Offeror's demonstrated record of performance. To be considered for project award, the contractor has to receive a minimum past performance rating of Satisfactory.

B. FACTOR 2: Corporate Relevant Experience (TAB F)

- **Project Criteria** - Offerors shall submit 2 no more than 5 Past Performance Questionnaires (PPQ's) (Attachment 26) for project work with the following criteria:

  (a) Offerors shall submit projects with a minimum value of no less than $1 million; projects should demonstrate experience with all the key aspects of this new task: sheet pile installation, parking lot construction that includes stormwater drainage piping, and implementation of erosion and sediment control plans. All three key aspects are not required on each individual project; any combination of the aforementioned is acceptable.

  i) The projects must have been completed within the last eight (8) years or are at least 80% complete at the date of the issuance of the solicitation.

  ii) Offerors are to submit at least two (2) but no more than five (5) projects to review.

  iii) A minimum of two (2) projects meeting the criteria in paragraph (a) is required for award consideration

  Projects will be evaluated utilizing the criteria established in the Corporate Relevant Experience Ratings Table below.

  Offerors may submit previously completed CPARS records for project criteria evaluation, however offeror must attach PPQ to CPARs record and contact information on PPQ's must be current for purpose of Government verification of references.

An overall assessment of the Offeror's Corporate Relevant Experience will be evaluated utilizing the Past Performance Questionnaires, as submitted by the Offeror. A Corporate Relevant Experience Rating will be assigned to the Offeror's technical submissions utilizing the rating table below:

Factor 2 - Corporate Relevant Experience Ratings Table	
Rating	**Definition**
(S) Superior	Proposal demonstrates an excellent application of the project general criteria and an approach that significantly exceeds performance or capability standards. Proposal strengths will significantly benefit the Government and risk of unsuccessful performance is minimal.
(G) Good	Proposal demonstrates a good application of the project's general criteria and an approach that meets performance or capability standards. Proposal has one or more strengths that will benefit the Government and risk of unsuccessful performance is low.
(A) Acceptable	Proposal demonstrates the ability to complete the application of the project general criteria and an approach that meets minimal performance or capability standards. Proposal presents an acceptable solution with few, or no strengths and risk of unsuccessful performance is moderate.
(M) Marginal	Proposal demonstrates a shallow application of the project general criteria and an approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance. Significant weaknesses or deficiency exists that may be correctable without major proposal revisions. The risk of unsuccessful performance is high.
(U) Unsatisfactory	Proposal fails to meet the application of the project general criteria and one or more deficiencies exist for which correction would require a major revision or redirection of the proposal. A contract cannot be awarded with this proposal.

C. FACTOR 3 Logistics and Scheduling (TAB G)

Preliminary logistical plan for work sequencing.

a) Offerors shall submit a statement of logistical planning for overall project execution:
   i) Statement is not to exceed three (3) pages in length.
   ii) This is not a schedule; nor is it expected to be the final coordination.
   iii) This is meant to show that the offeror has thought of the potential major logistical elements of the project and is starting to formulate a comprehensive path to execution.

b) All narratives will be evaluated utilizing the evaluation criteria established in the Logistics and Scheduling Ratings Table below:

Factor 3 – Logistics and Scheduling Ratings Table	
Rating	**Definition**
(S) Superior	Proposal clearly demonstrated the ability to provide project coordination and oversight. They presented a preliminary logistical plan to address major issues. Proposal strengths will significantly benefit the Government and risk of unsuccessful performance is minimal.

(G) Good	Proposal demonstrated a good application of the project's general criteria. They included site work coordination, and some logistical points were commented on. Proposal has one or more strengths that will benefit the Government and risk of unsuccessful performance is low.
(A) Acceptable	Proposal demonstrated the basic ability to provide the required work coordination. They presented a basic logistical look at the site with minimal coordination comments. Proposal presents an acceptable solution with few, or no strengths and risk of unsuccessful performance is moderate.
(M) Marginal	Proposal does not demonstrate a logistical commentary and did not address the major site challenges. Significant weaknesses or deficiencies exist that may be correctable with proposal revisions. The risk of unsuccessful performance is high.
(U) Unsatisfactory	Proposal fails to meet requirements, and one or more deficiencies exist for which correction would require a major revision of the proposal. A contract cannot be awarded with this proposal. The risk of unsuccessful performance is extremely high.

D. Factor 4 Price

a) Offerors shall submit their pricing in accordance with Submission Instructions Identified in Volume I, Tab A and Tab B

The Contracting Officer will perform the price analysis, in accordance with FAR 15.404-1(b), to determine fairness and reasonableness as well as to ensure the Offeror's understanding of the work and ability to execute the work at the price proposed. The Contracting Officer will:

b) Ensure that the price proposal and resulting evaluation are not compromised by team members not directly or not authorized to be involved in the price evaluation process.

c) Review the proposal to determine price submission errors or omissions and areas requiring clarification.

d) Evaluate proposal for price reasonableness. Reasonableness will be established using available pricing tools such as historical pricing data and/or the Independent Government Estimate.

E. Relative Order of Importance

a) Non-Cost Factor 1 - Past Performance is of equal importance to Factor 2 - Corporate Relevant Experience.
b) Non-Cost Factor 2 - Corporate Relevant Experience is of equal importance to Non-Cost Factor 1: Past Performance
c) Non-Cost Factor 3: Logistics and Scheduling is of equal importance to Factors 1 Past performance and Factor 2 Corporate Relevant Experience.
d) All Non-Cost Factors when combined are of equal importance to Factor 4, Price.

F. OVERALL PROPOSAL EVALUATION

a) The Technical Evaluation Board will be established to conduct the evaluation of proposals received in response to this solicitation.
   i) The evaluation will be based on the content of the proposal, proposal corrections and any information obtained from other sources, e.g., past performance information.
   ii) The Evaluation Board will not consider any documents incorporated by reference, except as expressly allowed by this solicitation.
b) Each member of the Technical Evaluation Board will independently consider all information provided in the proposal.
   i) Once these individual analyses are completed, the Technical Evaluation Board will assign a consensus rating for each evaluation factor.
   ii) It is the responsibility of each member of the Technical Evaluation Board to provide and document whether the Offeror meets or does not meet the evaluation criteria in order to support the assigned rating for each factor.
   iii) Comments are required for all ratings.

G. EXCEPTIONS. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

H. RESTRICTIONS. Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

I. Basis for Award and Exchanges with Best Suited Contractor:

a) Offerors are reminded to include their best technical and price terms in their initial offer. To determine which proposal represents the best suited contractor, proposals will be evaluated against all RFP criteria.

b) Proposals must meet the criteria stated in the RFP to be eligible for award, to include responsiveness, technical acceptability, and responsibility. A responsibility determination will be made in accordance with the Federal Acquisition Regulation (FAR) 9.1.

c) Award will be made on the basis of the best suited negotiate methodology.

d) In order to be considered for project award, at a minimum, the Offeror must obtain a satisfactory rating for Past Performance and a rating of Acceptable for Corporate Relevant Experience and Logistics and Scheduling. The Offeror is advised that any offer wherein pricing is deemed unfair, unreasonable, or unrealistic may be rendered ineligible for award. Historical price information, the Independent Government Estimate
(IGE), or any other pricing tool as necessary will be utilized in making this determination. Based on an overall assessment of the Offeror's proposal to include cost as well as non-cost factors, the Government reserves the right to award to other than the lowest price or highest price Offeror.

e) Once the Government determines the contractor that is the best-suited (i.e., the apparent successful contractor), the Government reserves the right to communicate with only that contractor to address any remaining issues, if necessary, and finalize a task order with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited contractor based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited contractor, no further communications with the original best contractor will be entertained until after the task order has been awarded. This process shall continue until an agreement is successfully reached and a single firm-fixed price contract has been awarded.

   If negotiations with the next best-suited offeror/quoter are not successful, then the Government may still use FAR procedures to conduct negotiations with all offerors/quoters or establish a competitive range.

f) The Government reserves the right to reject any and all offers.

g) Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interchanges or be asked to submit a revised offer. The Government may make award of a conforming proposal without interchanges, if deemed to be within the best interests of the Government.