SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 26GVARIC11

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 70LGLY26QGLB00040

6. SOLICITATION ISSUE DATE: 08/04/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Traci Davis

b. TELEPHONE NUMBER *(No collect calls)*: 9122672330

8. OFFER DUE DATE/ LOCAL TIME: 08/20/2026 1630 ET

9. ISSUED BY CODE 70LGLY

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

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):

SIZE STANDARD:

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

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE FLETC GL

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

16. ADMINISTERED BY CODE 70LGLY

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTERS
1131 CHAPEL CROSSING RD
PRO BLDG 93
GLYNCO GA 31524

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	TSA Academy Upgrades - This project involves the comprehensive facility upgrades across the modular buildings known as The Academy. Upgrades include replacements of HVAC units, ceiling fans, exterior doors, concrete Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Traci A. Davis

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	placement, etc. Wage Determination applicable is GA20250315 and is Attachment 7 to this RFQ. Delivery: 30 Days After Award Period of Performance: 09/30/2026 to 03/31/2027				
0001	TSA Academy Upgrades				
	ATTACHMENTS: ATTACHMENT 1 - BID SCHEDULE ATTACHMENT 2 - SCOPE OF WORK ATTACHMENT 3 - SITE MAP ATTACHMENT 4 - EXHIBITS ATTACHMENT 5 - SITE VISIT INFO ATTACHMENT 6 - VISITOR ACCESS REQUEST (VAR) ATTACHMENT 7 - WAGE DETERMINATION				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

STANDARD FORM 1449 (REV. 11/2021) **BACK**

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation; offers are being requested, and a separate written solicitation will not be issued.

Solicitation number **70LGLY26QGLB00040** is issued as a Request for Quotation (RFQ) for the renovation of the TSA Training Academy, located within FLETC Glynco. It involves comprehensive facility upgrades across the modular buildings known as The Academy. Upgrades include replacements of HVAC units, ceiling fans, exterior doors, concrete placement, etc.

This acquisition is set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

The applicable North American Industry Classification Standard Code is 236220 The small business size standard is $45 Million. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

Statement of Requirement

The TSA Training Academy, located within FLETC Glynco, requires comprehensive facility upgrades across its modular buildings. The need for this procurement arose from aging infrastructure, accessibility requirements, and the need to improve energy efficiency and security. The project includes HVAC replacement, ceiling and canopy fan installation, steel door replacement, ADA ramp installation/modification, concrete work, and drainage improvements. The attached Scope of Work provides specifics of the requirement.

See Attachment 1: Bid Schedule

FAR 52.225-11, Buy American-Construction Materials under Trade Agreements is included - One or more of the items under this acquisition is subject to the World Trade Organization Government Procurement Agreement and Free Trade Agreements.

Technical Data -

- Attachment 2 – Scope of work dated July 28, 2026
- Attachment 3 – Site Map
- Attachment 4 – Includes Exhibits 1-4
    1. Exhibit 1 – Photo of Existing ADA Ramp
    2. Exhibit 2 – Electric Drawing Sheets of Existing PTAC units
    3. Exhibit 3 – Example of potential interior recirculating fan
    4. Exhibit 4 – Photo of Bleachers and Existing Canopy

Federal Acquisition Regulation (FAR) and United States Homeland Security Manuel (HSAM) Clauses and Provisions

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998

This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

The following clauses are mandatory in all solicitations and contracts - Do not delete these.

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4

This is a commercial construction acquisition. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance*. Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):
☒ FAR 52.243-4, Changes (Nov 2025)
☐ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)

(o) FAR 52.246-21, Warranty of Construction is applicable to this contract.

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)

52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

<u>The following clauses are applicable if checked:</u>

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☒ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

☐ Alternate I (May 2008) of 52.223-9

☒ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)

☒ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)

☒ 52.223-23 Sustainable Products and Services

☐ 52.224-3 Privacy Training (Jan 2017)

☐ Alternate I (Jan 2017) of 52.224-3

☐ 52.225-1 Buy American-Supplies (Nov 2025)

☐ Alternate I (Oct 2022) of 52.225-1

☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)

☐ Alternate II (Nov 2025) of 52.225-3.

☐ Alternate III (Nov 2025) of 52.225-3.

☐ Alternate IV (Oct 2022) of 52.225-3

☐ 52.225-5 Trade Agreements (Nov 2023)

☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)

☐ 52.229-12 Tax on Certain Foreign Procurements

☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)

☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)

☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)

☐ 52.232-36 Payment by Third Party (Nov 2025)

☐ 52.240-92 Security Requirements (Nov 2025)

☐ Alternate II (Nov 2025) of 52.240-92

☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)

☐ Alternate I (Apr 2023) of 52.247-64.

☐ Alternate II (Nov 2021) of 52.247-64

<u>The Contractor shall comply with the following FAR Clauses for Commercial Construction.</u>

The following clauses are required for all solicitations and contracts in excess of $2,000 for construction within the United States so will more than likely always be applicable.

52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations.
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility
52.222-90 Addressing DEI Discrimination by Federal Contractors (April 2026)
52.236-5 Material and Workmanship

The following clauses are applicable when checked:

☐ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
☐ 52.222-31 Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)
☐ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
☒ 52.222-55 Minimum Wages for Construction Workers under Executive Order 14026 (Nov 2025)
☒ 52.223-2 Reporting of Biobased Products under Service and Construction Contracts (Nov 2025)
☒ 52.225-9 Buy American-Construction Materials (Nov 2025)
☐ Alternate I (Oct 2022) of 52.25-9
☐ 52.225-11 Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025)
☐ Alternate I (Nov 2025) of 52.225-11
☐ Alternate II (Oct 2022) of 52.225-11
☒ 52.228-2 Additional Bond Security (Oct 1997)
☒ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
☐ 52.228-13 Alternative Payment Protections (Jul 2020)
☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
☒ 52.236-2 Differing Site Conditions (Jul 2025)
☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
☒ 52.236-7 Permits and Responsibilities (Jul 2025)

☒ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☒ 52.336-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)
☒ 52.236-13 Accident Prevention (Jul 2025)
☐ Alternate I (Nov 1991) of 52.236-13
☐ 52.236-14 Availability and Use of Utility Services (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☐ 52.236-16 Quantity Surveys (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-16
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☒ Alternate I (Apr 1984) of 52.236-21
☐ Alternate II (Apr 1984) of 52.236-21
☒ 52.242-14 Suspension of Work (Apr 1984)
☒ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

Other Applicable Clauses

52.216-18 Ordering (Aug 2020)
52.216-19 Delivery – Order Limitations (Oct 1995)

Solicitation Information:

Award Type

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Evaluation and Basis for Award

FAR 52.212-2 - EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021):

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers and are detailed in the Scope of Work:
   a. Project Experience
   b. Personnel
   c. Past Performance
   d. Price

Project Experience, Personnel, and past performance, when combined, are equal in importance, when compared to price.

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

Delivery Information

F.o.b. destination, is requested as the F.O.B. point for all deliverables.
All offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included.

Qualification Requirements

Offerors, or the product or service, ARE required to meet a qualification requirement to be eligible for award. Qualification requirements at a minimum include: All necessary certifications/licenses to complete the work detailed within Scope of Work. It is the Contractor's responsibility to ensure all equipment is installed per manufacturer's specifications by qualified/certified personnel.

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): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)

FAR 52.212-1 is amended as follows:

(a) Offerors shall submit proposals in accordance with the instructions contained in this section. Failure to follow these instructions may result in the proposal being determined non-responsive.

(b) Proposals shall be submitted electronically via email to the Contracting Officer no later than the date and time specified in the solicitation in Box 8.

(c) Proposals shall be clear, concise, and include sufficient detail for effective evaluation.

(d) **Page Limits:**

- Technical Proposal: 20 pages
- Past Performance: Government will pull past performance from CPARS. If no past performance information is found, a neutral rating will be given and will not adversely affect the contractor during evaluation
- Price Proposal and Reps & Certs: No page limit

(f) **Submission Deadline:**

- Proposals must be received no later than the date indicated in box 8 on page 1 of this solicitation.

(g) **Site Visit:**

- A pre-proposal site visit will be held on **10am ET on August 11, 2026.** Attendance is strongly encouraged.
- See Attachment 5: Site Visit Sheet
- See Attachment 6: Visitor Access Request (VAR)
- See Attachment for Instructions on Access to Installation _ This must be done prior to arrival and is the responsibility of the Contractor to complete the process.

(h) Offerors are responsible for acknowledging all amendments to the solicitation in their proposal.

(i) Proposals must be signed by an official authorized to bind the offeror. Bid Schedule must be submitted and signed. Backup data to support the Bid Schedule should be available if requested by the Contracting Officer.

(k) Period for acceptance of offers

- The Offeror agrees to hold the prices in its offer firm for **60 calendar days** from the date specified for receipt of offers.

(l) **Questions**

- Questions shall be submitted via email to traci.a.davis@fletc.dhs.gov and are due no later than August 13, 2025, at 5:00 PM Eastern Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

(m) **Additional Provisions:**

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

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

The following provisions are applicable if checked:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☒ 52.204-90 Offeror Identification (Nov 2025)
☒ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☒ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☒ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☒ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)

☒ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☒ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☒ 52.223-4 Recovered Material Certification (May 2008)
☒ 52.225-2 Buy American Certificate (Oct 2022)
☒ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☒ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☒ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

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

52.233-2 Service of Protest (Sep 2025)

When checked, the Contractor shall comply with the following FAR Clauses for Commercial Construction.

☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014) Alternate I (May 2014) of 52.225-10
☒ 52.228-1 Bid Guarantee (Sep 1996)

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
Thursday, January 01	New Year's Day
Monday, January 19	Birthday of Martin Luther King, Jr.
Monday, February 16*	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
Tuesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving 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
Number 71-11, Building/Area Security and Access
Number 121-02, Internal Security
Number 121-03, Personnel Security and Suitability/Fitness Program
Number 121-10, Operations Security
Number 121-11, Information Security
Number 121-14, Identification Badges, Credentials and Shields
Number 121-15, Violence in the Workplace
Number 121-17, Traffic Regulations on FLETC Facilities

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 Connect SharePoint site: Personnel Security Branch - PER Forms - All Documents

FLETC FTC-SEM-17 Badge Application Request form, (under individual forms)
Contractor Fitness/Screening Request Form, (under Contractor Screening Packets)
U.S Citizen and Immigration Services (USCIS) Employment Eligibility Verification I-9, (under individual forms)
Office of Personnel Management (OPM) Declaration for Federal Employment form OF-306, (under individual forms)
DHS Non-Disclosure 11000-6, (under individual forms) 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.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.

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

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.

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.

END OF SECTION H

Enclosures:
Attachment 1 – Bid Schedule
Attachment 2 – Scope of Work dated July 28, 2026
Attachment 3 – Site Map
Attachment 4 - Exhibits
Attachment 5 – Site Visit Information
Attachment 6 – Visitor Access Request (VAR)
Attachment 7 – Wage Determination