

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 279		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 70LGLY22RGLB00007		6. SOLICITATION ISSUE DATE 08/30/2022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME James Hicks			b. TELEPHONE NUMBER (No collect calls) 912-267-2789		8. OFFER DUE DATE/LOCAL TIME 10/14/2022 1400 ED	
9. ISSUED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRAINING CENTERS 1131 CHAPEL CROSSING ROAD BUILDING # 99 ATTN: JAMES HICKS GLYNCO GA 31524				CODE 70LGLY	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561210 SIZE STANDARD: \$41.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRNG CTR 2400 GLYNCO PKWY ATTN: GLYNCO GA 31524		CODE FLETC GL REC	16. ADMINISTERED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRAINING CENTERS 1131 CHAPEL CROSSING ROAD BUILDING # 99 ATTN: JAMES HICKS GLYNCO GA 31524					CODE 70LGLY
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	Offerors shall provide a statement of compliance with FAR 52.222-50, Combating Trafficking in Persons, requirements and confirm subcontractors will accomplish a statement of compliance upon award. Period of Performance: 03/01/2023 to 09/30/2027 Fixed-Price Support Services Normal Duty Period of Performance: 04/01/2023 to 09/30/2023 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
				James S. Hicks				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001AA	Fixed-Price Phase-In Period March 1, 2023 through March 31, 2023 Period of Performance: 03/01/2023 to 09/30/2023		MO		
0001AB	Fixed-Price Support Services Normal Duty Period of Performance: 04/01/2023 to 09/30/2023	6	MO		
0002	Fixed-Price Range Cleaning and Bullet Fragment Removal Period of Performance: 04/01/2023 to 09/30/2023	6	MO		
0003	Fixed-Price Support Services Extended Hours Period of Performance: 04/01/2023 to 09/30/2023	6	MO		
1001	Fixed-Price Support Services Normal Duty (Option Line Item) Anticipated Option Exercise Date 10/01/2023 Period of Performance: 10/01/2023 to 09/30/2024	12	MO		
1002	Fixed-Price Range Cleaning and Bullet Fragment Removal (Option Line Item) Anticipated Option Exercise Date 10/01/2023 Continued ...	12	MO		

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. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70LGLY22RGLB00007

PAGE OF

3 279

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2023 to 09/30/2024				
1003	Fixed-Price Support Services Extended Hours (Option Line Item) Anticipated Option Exercise Date10/01/2023	12	MO		
	Period of Performance: 10/01/2023 to 09/30/2024				
2001	Fixed-Price Support Services Normal Duty (Option Line Item) Anticipated Option Exercise Date10/01/2024	12	MO		
	Period of Performance: 10/01/2024 to 09/30/2025				
2002	Fixed-Price Range Cleaning and Bullet Fragment Removal (Option Line Item) Anticipated Option Exercise Date10/01/2024	12	MO		
	Period of Performance: 10/01/2024 to 09/30/2025				
2003	Fixed-Price Support Services Extended Hours (Option Line Item) Anticipated Option Exercise Date10/01/2024	12	MO		
	Period of Performance: 10/01/2024 to 09/30/2025				
3001	Fixed-Price Support Services Normal Duty (Option Line Item) Anticipated Option Exercise Date10/01/2025	12	MO		
	Period of Performance: 10/01/2025 to 09/30/2026				
3002	Fixed-Price Range Cleaning and Bullet Fragment Removal (Option Line Item) Anticipated Option Exercise Date10/01/2025	12	MO		
	Period of Performance: 10/01/2025 to 09/30/2026				
3003	Fixed-Price Support Services Extended Hours (Option Line Item) Anticipated Option Exercise Date10/01/2025	12	MO		
	Period of Performance: 10/01/2025 to 09/30/2026				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70LGLY22RGLB00007

PAGE OF
4 | 279

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	Fixed-Price Support Services Normal Duty (Option Line Item) Anticipated Option Exercise Date10/01/2026 Period of Performance: 10/01/2026 to 09/30/2027	12	MO		
4002	Fixed-Price Range Cleaning and Bullet Fragment Removal (Option Line Item) Anticipated Option Exercise Date10/01/2026 Period of Performance: 10/01/2026 to 09/30/2027	12	MO		
4003	Fixed-Price Support Services Extended Hours (Option Line Item) Anticipated Option Exercise Date10/01/2026 Period of Performance: 10/01/2026 to 09/30/2027 Submission of your invoice certifies that all employees and subcontractors have been notified of the United States Government's zero tolerance policy regarding trafficking in persons, and the actions that will be taken for violations of this policy.	12	MO		

TABLE OF CONTENTS

Notes to Offerors.....11

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....13

PART 1 – PERFORMANCE WORK STATEMENT 13

1.1 Introduction:.....13

1.2 Mission13

1.3 Scope:13

1.4 Contractor’s Duty Hours.....14

1.5 Contractor Personnel.....21

1.6 Vehicle Licensed Employees.....22

1.7 Project Manager (PM) and Alternate Project Manager (APM).....22

1.8 Quality Control Manager (QC)24

1.9 Projected Workload.....24

1.10 Vehicle Accident Reporting.....24

1.11 Misconduct Reporting24

1.12 Records.....25

PART 2 - DEFINITIONS AND ACRONYMS 26

2.1 Definitions26

2.2 Acroonyms.....31

PART 3 - GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICE (GFP/E/S) 33

3.1 Government Furnished Space (GFS).....33

3.2 Storage33

3.3 Utilities33

3.4 Government Furnished Property34

3.5 Government Furnished Equipment and Property.....34

3.6 Government Provided Vehicles.....36

3.7 Government Required Training.....37

PART 4 - CONTRACTOR FURNISHED PROPERTY (CFP) ITEMS..... 38 AND RESPONSIBILITIES 38

4.1 Contractor Furnished Property38

4.2 Equipment, Tools, and Gear.....38

PART 5 – SPECIFIC TASKS..... 39

5.1 Services.....39

5.2 Project Workload.....39

5.3 Work Schedule.....39

5.4 After Hours Training.....40

5.5 Issue and Supply Service.....41

5.6 Cleaning and Repair Services.....46

5.7	Shipping, Receiving.....	50
5.8	Transport.....	50
5.9	Waste Disposal.....	51
5.10	Heat Stress	
	Flag.....	51
5.11	Reports.....	51
5.12	Security and Accountability.....	52
5.13	Range Cleaning Services.....	56
5.14	Contractor Deliverables/Submittals.....	61
PART 6 – REQUIRED PLANS AND DOCUMENTS		63
6.1	Contractor Quality Control Plan (QCP)	63
6.2	Safety Plan	63
6.3	Risk & Contingency Plan	64
6.4	Environmental and Safety Management Plan (EMP).....	65
6.5	Recycling Plan	71
6.6	Property Control Plan	71
6.7	Occupant Emergency Plan	72
PART 7 – APPLICABLE PUBLICATIONS (CURRENT EDITIONS).....		74
7.1	Technical Library	74
7.2	Technical Exhibits.....	77
SECTION D – PACKAGING AND MARKING.....		78
D.1	Marking	78
D.2	Payment of Postage And Fees.....	78
SECTION E - INSPECTION AND ACCEPTANCE.....		79
E.1	Clauses Incorporated By Reference	79
E.2	Acceptance	79
E.3	52.246-4 Inspection of Services - Fixed-Price. (AUG 1996).....	79
E.4	Inspection By Regulatory Agencies	80
E.5	Government Quality Assurance (QA)	80
E.6	Contractor’s Failure To Perform Required Services.....	81
E.7	Post Award Orientation Conference/Periodic Progress Meetings	81
E.8	ANNEXE.....	81
E-8.1	Performance Requirements Summary; Lot Size Chart; and AQL Chart	81
SECTION F - DELIVERIES OR PERFORMANCE.....		85
F.1	Clauses Incorporated By Reference	85
F.2	Place Of Performance.....	85
F.3	Period Of Performance.....	85
SECTION G - CONTRACT ADMINISTRATION DATA.....		86
G.1	Accounting And Appropriation Data.....	86

G.2	Procuring Contracting Officer(S)/Contract Administration Office	86
G.3	Roles Of Government Personnel In Contract Administration	86
G.3.1	Contracting Officer	86
G.3.2	Contracting Officer's Representative (COR).....	86
G.4	Invoices – See FAR 52.212-4	87
G.5	Payments – See FAR 52.212-4.....	87
G.6	Modification Of Proposals - Price Breakdown.....	87
G.7	Service Contract Labor Standards - Wage Determination	87
G.8	Special Note.....	87
SECTION H- SPECIAL CONTRACT REQUIREMENTS.....		88
H.1	Directives, Regulations, And Instructions (Jul 2013)	88
H.2	Operation On The Facility (Jul 2013)	88
H.2.1	Accident Reports	88
H.2.2	Occupational Hazards.....	88
H.2.3	Fire Prevention	89
H.2.4	Traffic Regulations.....	89
H.2.5	Weapons.....	89
H.2.6	Supervision of Contractor Personnel.....	89
H.3	Medical Treatment.....	89
H.4	Subcontracting.....	90
H.5	Order Of Work.....	90
H.6	Other Contracts.....	90
H.7	Disruption Of Contractor Work Schedule.....	90
H.8	Government Performance Of Services During Labor Strikes	90
H.9	Conservation.....	91
H.10	Labor Relations	91
H.11	Photography	91
H.12	Conduct Of Personnel.....	91
H.13	Contractor Vehicles	92
H.14	Permits	92
H.15	Environmental Protection	92
H.16	Access To Buildings.....	92
H.17	Key Control	93
H.18	Disclosure Of Information.....	93
H.19	Advertising Of Award.....	94
H.20	Damage Reports	94
H.21	Property Damage And Personal Injuries.....	94
H.22	Indemnity And Liability	94
H.23	Contractor Liability For Acts Of God.....	95
H.24	Insurance (Jul 2013).....	95
H.25	Holidays	96
H.26	Hours Of Operation	96
H.27.1	General Requirements	96
H.27.2	Access to FLETC Facilities by Contractor Personnel	98
H.27.3	Identification Badges and Vehicle Passes	103
H.27.4	Completion of the Contract	103
H.27.5	Review of Access and Suitability Determinations.....	104

H.28	Security Training	105
H.29	Access To Unclassified Facilities, Information Technology Resources, And Sensitive Information Requirement (Jul 2013 OSPR) .105	
H.30	Operations Security (OPSEC) Requirements (Jul 2013 OSPR)	107
H.31	Information Technology And Data Security Requirements (Jul 2013 OSPR)	110
H.31.1	Information Technology Security Training.....	111
H.31.2	IT Access	111
H.31.3	Contractor IT Security Plan.....	112
H.31.4	Interconnection Security Agreements.....	112
H.31.5	Information Security Standards Applicable to this Contract.....	112
H.32	Phase-In/Orientation Period (Jul 2013)	112
H.33	Active Shooter Training (Dec 2015 OSPR)	113
H.34	Phase-Out/Contract Completion (Jul 2013).....	114
H.35	Salvage	115
H.36	Physical Security	115
H.37	FLETC Closure.....	115
H.38	Work Scheduling.....	115
H.39	Lost And Found Property	116
H.40	Records.....	116
H.41	Smoking	116
H.42	Photography	117
H.43	Hazardous Materials Management - See Section J.....	117
H.44	Safety And Environmental – See Section J.....	119
H.45	Supplies, Materials, And Equipment Provided By The Contractor	119
H.46	Contractor Procurement Program – See Section J	119
H.47	Waste Minimization – See Section J.....	119
SECTION I.....		120
I.1	52.252-2 Clauses Incorporated By Reference (Feb 1998)	120
I.2	52.203- Gratuities (Apr 1984).....	121
I.3	52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020).....	122
I.4	52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights. (Jun 2020).....	126
I.5	52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011).....	127
I.6	52.204-7 System for Award Management (Oct 2018).....	127
I.7	52.204-9 Personal Identity Verification of Contractor Personnel. (Jan 2011).....	129
I.8	52.204-13 System for Award Management Maintenance (Oct 2018).	130
I.9	52.204-22 Alternative Line Item Proposal (JanN 2017).....	132
I.10	52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service Equipment (Nov 2021).....	133
I.11	52.207-3 Right of First Refusal on Employment (MAY 2006).....	136
I.12	52.212-4 Contract Terms and Conditions – Commercial Products	

	and Commercial Services (Nov 2021).....	136
I.13	52.212-5 Contract Terms and Conditions Required To Implement Statues or Executive Orders—Commercial Products and Commercial Services (May 2022).....	143
I.14	52.215-2 Audit and Records-Negotiation (Jun 2020).....	150
I.15	52.215-8 Order of Precedence – Uniform Contract Format (Oct 1997)..	151
I.16	52.222-1 Notice to the Government of Labor Disputes. (Feb 1997)..	152
I.17	52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021).....	152
I.18	52.223-5 Pollution Prevention and Right to Know Information (May 2011).....	154
I.19	52.223-17 Affirmative Procurement of EPA Designated Items in Service and Construction Contracts. (Aug 2018).....	155
I.20	52.224-1 Privacy Act Notification. (Apr 1984).....	155
I.21	52.224-2 Privacy Act. (Apr 1984).....	155
I.22	52.232-1 Payments (Apr 1984).....	157
I.23	52.232-9 Limitation on Withholding of Payments (Apr 1984).....	157
I.24	52.232-17 Interest (May 2014).....	158
I.25	52.232-18 Availability of Funds. (Apr 1984).....	159
I.26	52.232-23 Assignment of Claims. (May 2014).....	159
I.27	52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)	160
I.28	52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (Nov 2021).....	160
I.29	52.233-1 Disputes. (MAY 2014).....	161
I.30	52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (Apr 1984).....	162
I.31	52.242-13 Bankruptcy. (Jul 1995).....	163
I.32	52.245-1 Government Property. (Sep 2021).....	163
I.33	52.245-9 Use and Charges. (Apr 2012).....	176
I.34	52.246-25 Limitation of Liability - Services. (Feb 1997).....	179
I.35	52.249-14 Excusable Delays (Apr 1984).....	180
I.36	52.253-1 Computer Generated Forms. (Jan 1991).....	180
I.37	3052.209-70 Prohibitions on Contracts with Corporate Expatriates (JUN 2006).....	181
I.38	3052.242-72 Contracting Officer's Technical Representative. (DEC 2003)	183
I.39	52.224-6 Subcontracts for Commercial Items (AUG 2019) (DEVIATION APR 2020).....	184

SECTION J - List of Documents, Exhibits and Other Attachments.....186

SECTION K – Representation, Certification, And Other Statements Of Bidders ...236

K.1	52.252-1 Solicitation Provisions Incorporated by Reference.....	236
K.2	52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)	236
K.3	52.209-7 – Information Regarding Responsibility Matters. (OCT	

	2018)	236
K.4	52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Service Equipment (DEC 2019).....	238
K.5	52.204-26 Covered Telecommunications Equipment or Services- Representation (DEC 2019)	239
K.6	52.212-3 Offeror Representations and Certification – Commercial Items (MAR 2020)	240

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

	260
L.1	52.204-7 System for Award Management (OCT 2018).....	260
L.2	52.212-1 Instructions to Offerors – Commercial Items (MAR 2020)	260
L.3	52.214-34 Submission of Offers in the English Language (APR 1991)....	260
L.4	52.214-35 Submission of Offers in U.S. Currency (APR 1991)	264
L.5	52.222-24 Preaward On Site Equal Opportunity Compliance Evaluation (FEB 1999)	264
L.6	52.233-2 -- Service of Protest. (Sep 2006).....	264
L.7	Proposal Submission Instructions.....	265
L.8	Options.....	274

SECTION M - EVALUATION FACTORS FOR AWARD..... 275

M.1	Award.....	275
M.2	52.212-2 Evaluation – Commercial Items (OCT 2014)	275

TABLE OF CONTENTS

Notice to Offerors

FIREARMS SERVICES, FLETC, GLYNCO, GA

This is a Request for Proposal (RFP) for commercial items prepared in accordance with the Federal Acquisition Regulation (FAR) format in Subpart 12, as supplemented with additional information included in this notice. The solicitation number for this requirement is 70LGLY22RGLB00007. This announcement constitutes the only solicitation.

This commercial item acquisition will be 100% Service-Disabled Veteran Owned Small Business (SDVOSB) set aside. This acquisition and source selection are being conducted in accordance with the Federal Acquisition Regulation (FAR), Parts 12 and 15 and HSAM 3015.3 using two-phase advisory down-select process. In accordance with FAR 52.212-2, award shall be made to the responsible offer on the basis of the best value that meets or exceeds the acceptability standards for non-price factors (FAR 15.101-2).

The associated North American Industry Classification System (NAICS) code is 561210.

This RFP documents and incorporated provisions and clauses are those in effect through Federal Acquisition Regulation (FAR) Circular: FAC 2022-06 dated May 1, 2022.

Successful offerors will be required to provide a statement of compliance with FAR 52.222-50, Combating Trafficking in Persons, requirements and confirm subcontractors have accomplished a statement of compliance upon award.

All proposal clarifications/questions shall be received via email to James.S.Hicks@fletc.fhs.gov, no later than 2:00 PM ET, Thursday, September 8, 2022.

Provision 52.212-1, Instructions to Offerors - - Commercial Items, and addendum applies to this acquisition and included in Section E of this instrument.

Provision 52.212-2, Evaluation - - Commercial Items and addendum applies to this acquisition and included in Section E of this instrument.

Offerors must include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications - - Commercial Items, with its offer.

Clauses 52.212-4, Contract Terms and Conditions - - Commercial Items and 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - - Commercial Items with additional FAR clauses sited in the clause, apply to this acquisition and included in Section I of this instrument.

The following information is the location, date and time of the pre-proposal site visit:

Place: FLETC, Glynco, GA – Building 1, Main Security Building

Date: Tuesday, September 6, 2022

Time: 09:30 am E.D.T.

Parties interested in attending the site visit shall notify James Hicks, via e-mail at James.S.Hicks@fletc.dhs.gov no later than Friday, September 2, 11:00 a.m.

Attendees must provide the following details in the email: Company Name, name of individuals (maximum of 1 individual per company) and completed FTC-Form 121-00-02 (4/20) Visitor Access Request Form that will be in attendance. The information is necessary to coordinate Center access. Failure to provide the completed form, will result in attendee being denied Center access. **NOTE: Foreign Nationals that have not been previously vetted will not be permitted to attend site visit due to the additional time needed to be vetted (approximately 45 days).** Transportation from the designated meeting place identified above will be arranged by the Government.

No questions will be answered during the site visit. Questions regarding the Request for Proposal (RFP) shall be submitted in writing on or before Thursday, September 8, 2022. No questions will be accepted after this deadline. Prospective offerors are requested to submit questions in writing to the primary contact [James Hicks](mailto:James.Hicks@fletc.dhs.gov) at James.S.Hicks@fletc.dhs.gov. Telephonic inquiries shall not be entertained. No further site visits will be granted after the above scheduled date and time.

All services listed in this solicitation will be required for any resultant award. This requirement is for a variety of virtual firearms training, non-lethal training, and live firearms training. Students who attend these courses will be supplied with all necessary equipment, logistics support, supplies, and facilities needed to ensure a proper and effective training environment.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PART 1 –PERFORMANCE BASED STATEMENT OF WORK

1. GENERAL: This is a commercial non-personal firm-fixed price services contract to provide Firearms Support services for the Firearms Division (FAD) of the Federal Law Enforcement Training Centers (FLETC), Glynco, Georgia Campus as described in the Performance Work Statement (PWS). The Government shall not exercise any supervision or control over the contract service providers performing the service herein. Such contract providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Background: The Federal Law Enforcement Training Centers (FLETC) or “the Center” is host to over 95 participating agencies/bureaus (aka partner organizations (POs)) and is responsible for providing certain core instructional law enforcement Safety as well as a variety of support services. The Center has on-campus housing for approximately 1500 students.

1.2 Place of Performance: The principle place of performance shall be the Federal Law Enforcement Training Centers (FLETC) Glynco Georgia Campus located in Glynco, Georgia. Contract activities shall be conducted in designated facilities owned or leased by the Department of Homeland Security. The FLETC is located approximately six (6) miles north of the City of Brunswick in southeastern Georgia. The city is located off U. S. Interstate 95 and U. S. Highway 17. The FLETC encompasses approximately 1500 acres of Government real property, including firing ranges and 300+ buildings. The Center has limited access with security-controlled gates. The Contractor may experience a delay in entering the Center due to increased security requirements, vehicle inspection, registrations, failing to present proper identification, non-use of seat belts, etc. No price adjustments will be made for any delays resulting from gate controls.

1.3 Description of Services: The contractor shall provide all personnel, supervision, management, equipment, tools, materials, transportation, and supplies required to conduct firearms support services as outlined herein.

1.3.1 The requirements include a full range of management duties including, but not limited to, planning, scheduling, and report preparation, establishing and maintaining records, data entry and quality control.

1.3.1.1 The Contractor shall provide personnel with the necessary management expertise to assume the performance of the work in accordance with sound and efficient management practices. The contractor employees shall be identifiable with company uniforms, tops, or polos with color approval from the COR.

1.3.1.2 The Contractor shall have property control expertise to include daily support management, daily accurate inventory control, daily accurate inventory tracking, and a property program compatible with Government Safety such as excel to ensure the

Government is provided with the most up-to-date information immediately when requested.

1.3.2 A hazardous environment exists with regard to the completion of the services outlined in the PWS, i.e., exposure to lead (reference 29 CFR 1910.1025); noise; mid-day heat (Heat Stress program required) indices in the range of 110 degrees; known hazardous materials associated with weapons cleaning; hazardous materials storage; firearms and their storage; and small arms ammunition and its storage. Contractor shall have knowledge of basic firearms safety; must acquire knowledge of and comply with the FLETC Hazardous Material Program (reference 29 CFR 1200), Hazardous Waste Program (40 CFR) and the FLETC Occupational Health and Safety Program.

1.3.2.1 The Contractor shall be responsible for proper storage and labeling of hazardous waste in accordance with applicable federal, state and local environmental regulations. When Government provided hazardous waste storage barrels or boxes (at no cost to the Contractor) are filled to allowable capacity, the Contractor shall coordinate transportation of hazardous waste with the FLETC Environmental and Safety Division (ESD) site (this does not apply to bullet fragment removal). All Hazardous waste shall be managed and stored in accordance with the FLETC Hazardous Waste Plan. The Contractor shall ensure that all contractor employees on the FLETC receive Hazardous Waste training, provided by the Government at no cost to the Contractor, and shall comply with the FLETC Hazardous Waste Plan and to ensure hazardous waste conformance with GA EPD and EPA laws and regulations. Any time the Contractor or their employees violate an EPA, GA EPD, or FLETC environmental regulation, the Contractor is contractually bound to conform and correct any environmental discrepancies immediately. All environmental fines or violations imposed on the FLETC by GA EPD or any environmental regulatory body as a result of the Contractor's non-compliance shall be the Contractor's responsibility. The Contractor shall be billed by the FLETC for the full amount of the fine and billed for any administrative cost associated with the violation. The Contractor shall also be responsible for any corrective actions imposed by the authority. (Attachment 35)

1.4 Contractor Required Plans: The Contractor shall submit one (1) electronic copy each of all required plans to the Contracting Officer and COR for approval immediately after Contractor receives notification of contract award. Plans submitted, if acceptable, will be used during the base period of performance. Thereafter, the Contractor shall submit a written plan, two (2) copies each, to the Contracting Officer for approval annually within fifteen (15) calendar days before the exercise of any applicable option to renew or whenever the methods or procedures are changed.

1.4.1 Service Plan: The Service Plan is a detailed description of the Contractor's intended plan for accomplishing work specified in the contract, considering all the regulations and directives involved and should not be a mere reiteration of the statement of work. This plan is used to ensure that the Contractor has developed sufficient responsive, cost effective methods, procedures, and controls to deliver adequate services. This plan should describe the methods, procedures, and controls that the Contractor intends to use in providing the required services. In any instance where there is a conflict between

the Service Plan and the Contract, the Contract shall take precedence.

1.4.2 **Quality Control Plan (QCP):** The Quality Control Plan (QCP) is a detailed description of the quality control inspection system covering all services included in the contract specifying areas to be inspected on a scheduled or unscheduled basis and how inspections are to be conducted. The QCP shall also include a method for identifying deficiencies in the quality of services performed and for taking corrective action before the level of performance becomes unsatisfactory. The QC plan shall also include a Key Control Plan, see below. At a minimum, the plan shall include:

- a. A quality control inspection system including all services included in the contract; specifying areas to be inspected scheduled or non-scheduled basis, and how inspections shall be conducted.
- b. A method for identifying deficiencies in the quality of services performed and for taking corrective action before the level of performance becomes unsatisfactory.
- c. Specific surveillance techniques for each contract service identified in the Performance Requirements Summary (PRS). (Technical Exhibit 1)
- d. The name(s) of the individual(s) tasked to perform the quality control inspections, their qualifications and the extent of their authority.
- e. Procedures for written and verbal communication with the Government regarding the performance of the contract.
- f. The Contractor's file of all quality control inspections, inspection results and any corrective action shall be the property of the Government. The file shall be turned over to the Contracting Officer within ten (10) calendar days after completion or termination of the contract.

1.4.3 **Key Control Plan:** The Contractor shall develop a system of key control and submit the written plan for Contracting Officer approval as part of the quality control plan. Submission requirements are the same as for the QCP above. The Contractor will be responsible for signing out and return limited access security facilities keys on a daily basis. The Contractor will be responsible for managing key control for all equipment, vehicles and government furnished storage facility keys.

- a. The Key Control Plan is a detailed description of the Contractor's intended plan to secure and account for all keys issued to the Contractor for use in the performance of this contract. The Contractor shall designate a Key Control Custodian(s) to the Contracting Officer within fifteen (15) days after award. The Key Control Custodian(s) shall be responsible for the issuance and collection of keys for all personnel employed by the Contractor.
- b. The Contractor's plan shall ensure that all keys, key cards, lock combinations, and alarm codes issued to the Contractor by the Government are not lost, misplaced, duplicated, left unsecured, or used by unauthorized persons. The Contractor shall report loss or unauthorized duplication of Government issued keys to the Contracting Officer or designated representative within 24-hours of learning of the loss or duplication by a Contractor employee.
- c. Should the security of a facility become compromised by the loss of a key by Contractor employees, the Contractor shall be responsible for all replacement costs to include

but not limited to rekeying of locks or lock replacements determined appropriate by the Contracting Officer. 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.

1.4.4 Safety Plan

- a. The Contractor shall implement a suitable safety program for employees (to include subcontractors) performing work under this contract. This safety program shall contain a Safety Plan, in writing and in duplicate, submitted to the Contracting Officer for approval.
- b. The Safety Plan is a detailed plan describing how the Contractor's safety program complies in strict conformance with all Federal, State, and local requirements and with all applicable provisions of 29 CFR of the Occupational Safety and Health Act; the Fire Administration Authorization Act of 1992; the National Fire Protection Act (NFPA) 101 Life Safety Code; and with all applicable provisions of the Americans with Disabilities Act, ADA Compliance Act. The plan shall include, but is not limited to: organization, methodology, employee injuries, motor vehicle safety, lead safety, hazardous noise, heat stress, hazardous material to include all provisions/codes addressed in 29 CFR-1910.
- c. The Contractor shall designate a safety representative to be on site at the FLETC or available on call by phone or beeper 24 hours a day, seven days per week. The Safety representative shall: complete a basic OSHA course in 29 CFR 1910 (General Industry Safety Standards) (once employed); complete a 40-hour lead safety or lead abatement course (once employed); and- complete a basic lead refresher annually; this training and related certification(s) are contractor provided. The safety representative shall have the authority to speak for and act for the Contractor in all safety related matters. Prior to start of work, the Contractor shall provide the Contracting Officer, in writing, the name of the designated safety representative, pertinent telephone numbers, and normal area of assigned responsibility.
- d. Any injuries occurring shall be reported through the COR to the FLETC Safety Office within 24-hours and shall be specifically addressed in the safety plan. The Contractor shall maintain an Incident Injury Log, a Summary of Work Related Injuries and Illnesses, and shall submit an Injury and Illness Incident report for all work related injuries, OSHA Forms 300, 300A and 301.

1.4.4(1) Environmental Management Plan

The Contractor provides top management attention and emphasis to these important areas of the contract. Their program is designed to interface with local, state, and Federal environmental protection laws and the Government's program. Any revision to the Environmental Protection Plan is submitted to the Contracting Officer for approval prior to implementation of changes. The Contractor understands that citations issued for noncompliance with environmental standards against Government facilities which are operated by their personnel are a matter for resolution between the Contracting Officer and the issuing office of the local, state, or federal regulatory agency. Their Environmental Protection Plan is designed to preclude violations of environmental standards within our areas of responsibility, and they will cooperate with the Contracting Officer in resolving any deficiencies. However, if a citation is issued due to faulty

operation or maintenance practices through no fault of the Government, they understand their obligation to reimburse the Government for the portion of any fines and associated costs for which we are responsible.

1.4.4(2) Environmental Protection Policies

The Contractor recognizes that an effective Environmental Protection Plan requires direction and control from every echelon of management. All supervisors are tasked to provide guidance and set an example in the development and implementation of an effective, dynamic and progressive program.

The purpose of the Environmental Protection Plan is to:

- Interface with and support the FLETC Environmental Protection Program.
- Establish their responsibilities for preservation of environmental quality.
- Establish procedures and conduct their operations in a manner to support the FLETC's goal of planning, initiating, and carrying out all actions and Safety to minimize the adverse effects on the quality of the human environment without impairment to the FLETC's mission.

Support the FLETC's objectives by:

- Eliminating the discharge of potentially harmful pollutants produced by activities under their control.
- Conserving and wisely using natural and material resources in their operations.

The Contractor demonstrates initiative and leadership in the formulation and execution of a program that contributes to the national goal of preserving and enhancing the environment.

Achieving program objectives in the areas of environmental protection, pollution, and handling of hazardous materials and wastes is a primary concern of their team. To this end, they have developed and have implemented an active and consistent Environmental Protection Plan.

1.4.4(3) Environmental Protection Plan Goals and Objectives

The goals and objectives of the Contractors Environmental Protection Plan was to plan, initiate and carry out all assigned actions in accordance with OSHA, EPA, GA EPD and FLETC environmental regulations to minimize any adverse effects on the quality of the environment without impairing the FLETC's mission. To achieve this goal, they keep current on matters pertaining to the environment and requirements necessary to comply with the stated laws and regulations relating to the preservation, protection and enhancement of the environment.

a. The Environmental Management Plan is a detailed description of how the Contractor intends to comply with all requirements governing the handling of hazardous waste. The disposal of all hazardous/potentially hazardous materials (i.e. paints, cleaning products, solvents, thinners, rags, brushes, rollers, propellants, etc.) shall be accomplished in accordance with the FLETC Hazardous Waste Management Plan.

b. The Contractor shall comply with all EPA Hazardous Waste Regulations and Georgia Environmental Protection Division (GA EPD) regulations for all non-hazardous and hazardous waste management, disposition, and disposal.

- c. The Contractor is responsible for ensuring compliance with all requirements governing the handling of hazardous waste. The disposal of all hazardous/potentially hazardous materials (i.e. paints, cleaning products, solvents, thinners, rags, brushes, rollers, propellants, etc.) shall be accomplished in accordance with the FLETC Hazardous Waste Management Plan. The Contractor shall also comply with all EPA Hazardous Waste Regulations, and Georgia Environmental Protection Division (GA EPD) regulations for all non-hazardous and hazardous waste management, disposition and disposal.
- d. The Contractor shall submit a Hazardous Waste Management Plan that conforms to the FLETC Hazardous Waste Plan. The Contractor shall have an approved hazardous waste plan before the Contractor begins work. Contractor employees shall receive FLETC Hazardous Waste Management training from the FLETC Environmental Division. The Contractor shall ensure that all Contractor employees who will handle Hazardous Waste receive the FLETC Hazardous Waste Training.
- e. The Contractor shall not remove or ship hazardous waste from the FLETC. The shipping and disposal of Hazardous Waste shall be documented under the FLETC Generator EPA ID Number GA6202932244. Only designated individuals from the FLETC Environmental Safety Branch will sign the Hazardous Waste Manifest as the generating activity. Hazardous waste shall be managed and collected in strict accordance with the FLETC Hazardous Waste Management Plan. The FLETC Environmental Safety Branch will dispose, transfer, and transport hazardous waste generated by the Contractor utilizing the Waste Transfer Document.
- f. The Contractor's Environmental Representative shall be responsible for the proper segregation, packaging and handling of hazardous waste in accordance with the FLETC Hazardous Waste Plan.
- g. The Contractor shall coordinate through the Environmental ~~Safety~~ Branch for all hazardous waste storage, transportation and disposal. A Waste Information Document (WID) will be provided by the Government for each waste-stream per the Hazardous Waste Management Plan.
- h. All containerization, labeling and storage of waste shall be in accordance with the FLETC Hazardous Waste Management Plan.
- i. Hazardous waste shall be stored at a designated Satellite Accumulation Area. (Note: The FLETC will establish the SAA Area) When the waste stream exceeds 55 gallons it shall be transported, within 72 hours, to the 90-day accumulation site by contacting the FLETC Environmental Branch. The Government will then transport the waste.
- j. The Contractor shall coordinate with the FLETC Environmental Safety Branch, who will provide guidance and assistance with the identification of waste streams and disposal.
- k. The Environmental Safety Branch will assist in designating Storage locations, (SAA's), providing labels and waste transfer Documents, and will conduct daily inspections on SAA's using The SAA Inspection Checklist.

l. All waste disposals accomplished through the 90-day accumulation Site will be the responsibility of the FLETC. The Contractor shall be responsible for proper segregation, identification and classifying of this waste stream.

m. The Contractor shall contact the FLETC Environmental Safety Branch within 14 days of award of the contract to schedule Hazardous Waste Training. The Hazardous Waste Training will take approximately one hour.

n. The Contractor shall provide the Environmental Branch with a copy of all hazardous waste documentation annually or upon request.

1.4.4(4) Water Resource Management

The Contractors goal for Water Resource Management is to conserve water resources and protect them from contamination by controlling all sources of pollutants in accordance with the applicable Federal, state, or regional standards, and vigorously contribute to the compliance of the GA EPD and national goals of eliminating the discharge of pollutants.

The Contractor works diligently to eliminate water pollutants which may be generated in their areas of responsibility. Some of the major water pollutants include the following:

- Discharges from vehicle/POL storage facilities and transfer points, waste oil, diesel fuel, gasoline, solvents, and antifreeze account for a major proportion of water pollution with discharges into uncontrolled points such as storm drains, sink holes, or the ground. They prevent those waste materials from being discharged on the ground or in surface water supplies. They are collected and disposed of properly. If a significant spill of hazardous material/waste does occur, their personnel are instructed to follow procedures for containing and cleaning up the spills.

All materials/items being discarded will be considered for recycling/reclaiming value. Hazardous materials and wastes will be properly disposed of through the FLETC Environmental Safety Branch.

Contractor will ensure that only water (non-contaminated) will be disposed of into sink and floor drains.

1.4.5 Property Control Plan: The Contractor shall implement a Property Control Plan for the management of all GFP, GFV and GFE in their possession under this contract. The requirement for a property control plan shall be included in all subcontracts. The Contractor shall provide updated/revised copies to the Contracting Officer five (5) working days prior to any planned change (subject to Government acceptance). The Contractor's property control system shall:

- a. Address overall GFP and GFE management and administration
- b. Contain methods of verbal and written communication with the Contractor's representative and the Government
- c. Contain specific security and surveillance techniques/procedures for the accounting,

utilization, protection, storage, and disposal of GFP and GFE

- d. Contain detailed security violation reporting procedures
- e. Assure GFP and GFE procedures are independent from other parts of the Contractor's written directives
- f. Designate direct accountability to the Contractor's top management
- g. The Contractor shall be responsible for accountability of Government property in accordance with FAR Part 45. The Contractor shall be thoroughly familiar with the Property Control Plan implemented by the Contractor and shall maintain control at all times of quantities/locations of all GFP/GFE in the Contractor's possession.
- h. The Contractor shall maintain current records of all GFE used in contract operations properly indicating additions, replacements, and removals. GFP shall be managed in accordance with the guidelines set forth in the GFP clause of this contract. The Contractor shall maintain internal property control records in such condition that at all times the location, use, and security may be readily ascertained. Property records shall be made available to the COR upon request.
- i. Upon completion of this contract the contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in the performance of this contract.

1.4.6 Contingency Plan: The Government must plan in advance how it will meet mission requirements in the event of sudden build up, natural disaster, or labor disputes. The Government must be able to react to such events without undue delay. Sudden or unusual events could result in a great impact upon Contractor performance and contract requirements.

1.4.7.1 In the event of warnings of impending disaster situations such as hurricanes, terrorism, acts of war, severe fire, etc., the Contractor shall provide additional services to protect Government property and personnel.

1.4.7.2 The Contractor shall submit a written Contingency Plan, in duplicate, to the Contracting Officer for approval 15 calendar days before the exercise of any applicable option to renew or whenever the methods or procedures are changed. This plan shall outline the Contractor's procedures for meeting contract requirements under the following circumstances:

- a. Natural disasters such as hurricanes, major incapacitating storms, floods and earthquakes
- b. Labor disputes and strikes
- c. Sudden buildup of students and/or Government personnel

d. Shutdown of the FLETC for any reason

e. The Contractor's contingency plan shall include procedures for maintaining Contractor personnel on site to continue essential services up until any necessary evacuation takes place and for returning necessary personnel to the work site on a prompt basis for any services required to return the FLETC to operational status. The minimum elements of the contingency plan should consist of:

- 1) Minimum staffing requirements
- 2) Designated staff positions for remaining onsite until evacuation
- 3) Replacement or supplemental staff to meet emergency requirements
- 4) Safeguarding Contractor personnel who remain until evacuation time
- 5) Maintaining supply lines or obtaining emergency supplies
- 6) Continuing essential services in the event of equipment damage or disruption of utilities and/or water supply
- 7) Maintaining a list of evacuation destinations
- 8) Contact information for recall of all essential personnel for post-disaster services
- 9) Procedures for rescheduling postponed services

f. The Contractor shall initiate these emergency services based on a verbal notice to proceed (to be followed in writing within 72-hours) from the Contracting Officer. The Government will equitably compensate the contractor for such services rendered under this contract.

1.4.8 IT Security Plan: The Contractor shall provide, implement; and maintain an IT Security Plan. This plan shall, describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe, those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to OMB Circular A-130.

a. This plan shall be consistent with and further detail the approach contained in the offeror's submittal after award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

1.4.9 Lead Compliance Plan: Written Compliance Plan and Competent Person(s) - For every job, OSHA requires employers to prepare a written compliance plan that specifically describes how the standard will be implemented and includes regular and frequent inspections of the job site by a competent person. The contractor will provide all required materials, supplies, training and personal protective equipment associated with the Lead Compliance Plan.

1.4.9.1 The written compliance plan, in conjunction with frequent work area inspections by a competent person, should ensure the prevention of dangerous, unhealthy, or unsafe

conditions.

1.4.9.2 Written Compliance Plan - Prior to the start of every job in which employee exposure will potentially exceed the OSHA PEL, employers must develop and implement a written compliance plan providing respirators does not preclude the need for a written plan. The written plan should be an organized strategy for protecting workers and should account for potential exposure problems, control alternatives, and a schedule for inspection of the job by the competent person(s). At a minimum, the written plan should include:

- a. A description of equipment and materials, controls, crew size, job responsibilities, and operations and maintenance procedures for each activity in which lead is emitted.
- b. A description of specific control methods (e.g., abatement process selection, wet methods). For engineering controls, include supporting engineering plans and studies used to select methods.
- c. Technology considered in meeting the PEL.
- d. Air monitoring data documenting sources of lead emissions.
- e. A detailed implementation schedule for the compliance plan, including the schedule for inspections by a competent person.
- f. A description of the lead work practice program that will be used to control worker exposures. This includes the use of protective work clothing and equipment, hygiene facilities and practices (decontamination/showering of employees and cleaning of equipment; disposal of protective garments, and housekeeping practice).
- g. A description of arrangements made among contractors on multi-contractor worksites to inform affected employees (including by-standers) of potential lead exposures, and to clarify responsibilities with regard to control of those exposures.
- h. For those lead jobs that proceed over an extended period, OSHA requires that the written compliance plan be updated at least every 6 months.
- i. The plan must be available at the worksite for representatives of OSHA, and at the request of any affected employee or employee representative. A sample written compliance plan is provided at (Attachment 2).

1.4.9.3 Competent Person(s) Requirement- As defined by OSHA, a competent person is one who is capable of identifying existing and predictable hazards at the work site, and who has the authority to ensure prompt corrective measures are taken to eliminate them. The employer must use a competent person (or persons) to ensure that the worker protection program is effective. The definition of a competent person and the requirement for regular and frequent inspections of job sites, materials, and equipment by a competent person are identical to those already required by OSHA's general safety and health provisions for construction work (29 CFR 1926.32 and 29 CFR 1926.20). In the context of a lead job,

the competent person should have knowledge of the lead exposures for each construction/cleanup method in use; the potential hazards from lead and other substances or physical agents in the work site, and the appropriate engineering controls, work practices, and personal protective equipment.

Suggested Competent Person (CP) Responsibilities:

- 1) Certify that training meets all Federal and State and local requirements.
- 2) Review and approve Lead Removal Plan for conformance to the applicable referenced standards.
- 3) Continuously inspect removal work for conformance with the approved plan.
- 4) Perform air and wipe sampling.
- 5) Ensure work is performed in strict accordance with contract specifications at all times.
- 6) Control work to prevent hazardous exposures to personnel and to the environment at all times.
- 7) Certify the conditions of the work as specified elsewhere in the contract.

1.5 Licenses and Permits

The Contractor shall obtain any required licenses, certifications and permits required for the prosecution of work and for compliance with all applicable Federal, State and local laws, regulations, and codes, without additional costs to the Government. Evidence of such shall be provided to the Contracting Officer prior to commencement of work.

1.6 Quality Assurance:

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

1.6.2 The COR may check the Contractor's performance and document any noncompliance, but only the CO may take formal action against the Contractor for unsatisfactory performance. The COR will be designated at the time of contract award. The Contractor shall sign the COR appointment letter(s) as acknowledgement of COR appointment, duties, and responsibilities.

1.6.3 The Government shall use methods deemed necessary to ensure Contractor and contract employees are following terms of contract with consideration of the PWS and performance requirements summary.

1.7 KEY PERSONNEL

1.7.1 Key Personnel and Supervision – The following are considered key personnel by the Government. The contractor shall submit a resume for each individual proposed no later than ten (10) calendar days after contract award so requisite skill requirements may be validated, and during the term of the contract as new personnel are hired or promoted into any supervisory position. Key personnel shall be dedicated solely to this operation and may not perform duties associated with other contracts. Replacements of key personnel shall have equal to or greater skill sets than those being replaced and contractor must inform the Government in advance.

1.7.1.1 CONTRACTOR PROJECT MANAGER AND ALTERNATE

The Contractor shall designate in writing, to the Contracting Officer, a competent and responsible Project Manager and an Alternate Project Manager, one of whom shall be on site at the FLETC and be available by phone, at all times when services are being performed. This individual shall be responsible for the overall management and coordination for the work required under this contract and shall act as a central point of contact with the Government. This project manager shall have the authority to speak and act for the Contractor in all matters related to providing services under this contract. The Contractor shall include in the designation letter any limitations on the Project Manager's ability to bind the Contractor to changes or adjustments. During normal duty hours, the project manager or alternate shall be available within one (1) hour notice to meet on the Center with Government personnel designated by the Contracting Officer to discuss problem areas. After normal duty hours, the project manager or alternate shall be available within two (2) hours. The Contractor shall be required to have an emergency after-hours notification telephone number.

Prior to contract start date; but no later than at the pre-performance conference, the Contractor shall provide the Contracting Officer, in writing, the name(s) of the designated on-site Project Manager and Alternate, telephone numbers at which contact may be made at all times, and the assigned normal area of responsibility. The Contractor shall, also submit a copy of the resume of each of these individuals.

Any required changes to this information must be provided to the Contracting Officer in writing prior to implementing such changes.

Prior to assignment to the contract, the Contractor shall submit the resumes for the Project Manager, Alternate, and any replacement project manager personnel. These positions are subject to the Contracting Officer's approval. Any assigned replacement for this position must be equally or more qualified than the employee being replaced.

The Project Manager shall have a minimum of five (5) years of supervisory experience –including complex or multiphase projects relative to this requirement. Both the project manager and alternate shall be able to read, write, speak, and understand English at a level commensurate with the responsibilities of encumbered positions.

1.7.1.2 CONTACTOR ENVIRONMENTAL MANAGER

The contractor shall designate in writing to the Contracting Officer a competent Environmental Manager. This individual shall have the authority to act in all Environmental-related matters for the contractor, shall have a minimum of two (2) years of consecutive employment in a position with comparable responsibilities in environmental management in the last five (5) years. The Environmental manager must have demonstrated knowledge of Environmental Management and possess knowledge of, or experience with the areas of environmental and hazardous waste management. Completion of a 40-hour course in Hazardous Waste Management is required.

PART 2 - DEFINITIONS AND ACRONYMS

2.1 Definitions:

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

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

Accountable Property: Accountable personal property is defined as an asset which meets one or more of the following criteria: (1) expected useful life is two years or longer and an acquisition value of \$1,500.00 on any item. Any items under \$1,500.00 that are easily misplaced or lost may be tagged at the discretion of the Assets and Logistics Management Division (ALM) or the respective Division Chief; (2) is classified as sensitive asset; (3) accountable federal electronics assets; (4) bears a FLETC Asset Tag or serial number for which controls and official asset records are maintained in an official inventory system; (5) is included on the inventory listing of a specific organization and for which physical inventories are conducted; and (6) is otherwise assigned and accounted for.

Assignment Schedule: A monthly schedule prepared by the Firearms Support Services contractor after receiving the Firearms Support Services schedule from TRC, containing all the pertinent information about a class.

Basic Cleaning: Janitorial cleaning that includes but is not limited to thorough and complete removal of dirt, dust, foreign debris, streaks, mold, mildew, spills, stains,

cobwebs, swirl marks, scuff marks, odor, rubbish, impurities and all trash. Basic cleaning, as defined in this paragraph, applies to all janitorial tasks listed in this PBSOW.

Black Flag: The temperature is 90 degrees Fahrenheit or above. All outdoor FLETC training courses, to include physical conditioning, laboratory and practical exercises, will be modified as necessary to ensure that the training is conducted safely. Follow the Inclement Weather schedule when under Black Flag conditions.

Buy American Act (BAA): The Buy American Act restricts the purchase of supplies that are not domestic end products. The BAA uses a two-part test to define domestic end products; 1) the article must be manufactured in the United States, and 2) the cost of domestic components must exceed 50 percent of the cost of all the components.

Complete Joint Inventory: A dual action process between the Contractor, COR, and the Property Administrator for the physical accounting survey of property and validation of hand receipt documents.

Contract Discrepancy Report (CDR): A form initiated by the COR when any service is judged unsatisfactory. The CDR is a formal, written document used to notify the Contractor of non-conformance or lack of performance of contract work.

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

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

Contractor: Both the prime Contractor and any subcontractors. The Contractor shall be responsible for all compliance with the provisions of this contract, including those services provided by the Contractor's subcontractors. An entity, public or private, providing the services specified by the Government and described in this solicitation or in the subsequent award document administered by the Government.

Cure Notice: A dated notice stating the Contractor's failure to comply with the specifications and a deadline to comply with the stated specification. Usually, ten days is the stated time to conform with the notice or face default.

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

Defective Service: A unit of service which contains one or more defects, or nonconformance with specified requirements. A service output that does not meet the standard of performance associated with the PBSOW.

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

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

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

Exercise: An exercise is comprised of one or more scenarios conducted as a laboratory exercise or practical exercise for training purposes.

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

Facility: A separate individual building, structure, or other item of real property improvement, each item of which is subject to separate reporting and recording.

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

Government Owned Vehicles: “Government Owned Vehicles” used to fulfill the transportation requirements as detailed in each scenario package for the labs and practical exercises. Vehicles consist of sedans, trucks, SUVs, and vans.

Government Publications: Consists of all pertinent regulations, directives, manuals, and guidelines incorporated in the contract, for which the contractor and contractor’s employees will be responsible for adhering to during the term of the contract.

Guard Mail: Mail distributed throughout the Center via the Logistics Contractor using brown “guard mail” envelopes or blue “eyes only” envelopes. Envelopes are addressed to various recipients on Center at various Buildings. Postal stamps are not required for guard mail.

Inclement Weather: Weather consists of severe or stormy weather that includes thunder, lightning, rain, and hail. This also refers to Black Flag conditions.

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

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

Material Safety Data Sheets (MSDS): See Safety Data Sheets.

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

Performance Standards: The results-oriented measure that describes the level of the performance expected for a particular job element. It prescribes what the Contractor is expected to produce in such dimensions as quality and timeliness.

Performance Based Statement of Work: The document that describes the work to be performed, including results or outputs, and required performance standards. The PBSOW is the basis for the resulting solicitation and the Government's proposal for performing the standard work.

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

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

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

Quality Assurance (QA): Functions, including inspection, performed to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity. QA is performed by the Government.

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

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

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

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

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

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

Sample: One or more service outputs drawn from a lot. The number of outputs to be inspected under a Quality Assurance system.

Sampling: The generic term for various methods of selecting service outputs to be inspected under a Quality Assurance system

Sampling Guide: The part of the surveillance plan which contains all the information needed to perform a random sample.

Sanitizing: To make sanitary (as by cleaning or sterilizing). To make more acceptable by removing unpleasant or undesired features.

Subcontractor: One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

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

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

Training Program: A sequenced progression of courses and evaluations that provide training in law enforcement knowledge, skills, and abilities.

Transportation Motorpool: Location of the facility where Government vehicles are stored, maintained, fueled, and issued.

Using Activity: That agency/division requesting services that would be responsible for payment.

2.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFOSI	Air Force Office of Special Investigation
ALM	Asset and Logistics Management
APM	Alternate Project Manager
AQL	Acceptable Quality Level
BAA	Buy American Act
BOP	Bureau of Prisons
BSD	Behavioral Science Division
BUD	Budget Division
CAA	Clean Air Act
CBP	Customs and Border Protection
CDR	Contract Discrepancy Report
CFE	Contractor Furnished Equipment
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer Representative
DHS	Department of Homeland Security
DMD	Driver and Marine Division
ECM	Energy Conservation Measure
EMCS	Energy Management Control System
EOD	Enforcement Operations Division
EPA	Environmental Protection Agency
ESD	Environmental and Safety Division
FAD	Firearms Division
FAR	Federal Acquisition Regulation
FD	FLETC Directive
FFP	Firm Fixed Price
FLETC	Federal Law Enforcement Training Centers
FLETCnet	Federal Law Enforcement Training Centers Network
FOUO	For Official Use Only
GFE	Government Furnished Equipment
GFP	Government Furnished Property
ICE	Immigration and Customs Enforcement
IOD	Investigative Operations Division
LES	Law Enforcement Sensitive
OSPR	Office of Security and Professional Responsibility
PWS	Performance Work Statement

PiP	Phase-In Period
PoP	Phase-Out Period
PO	Partner Organization
POC	Point of Contact
PM	Project Manager
PRO	Procurement Division
PRS	Performance Requirements Summary
PTD	Physical Techniques Division
QA	Quality Assurance
QAP	Quality Assurance Program
QC	Quality Control
QCM	Quality Control Manager
QCP	Quality Control Program
SASS	Student Administration & Scheduling System
SDS	Safety Data Sheets
SOP	Standard Operating Procedures
SSD	Student Services Division
TE	Technical Exhibit
TM	Technical Manual
TMP	Transportation Motor Pool
TRC	Training Resources Coordination Division
TSA	Transportation Security Administration

PART 3 - GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICE (GFP/E/S)

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

3.1 Government Furnished Space (GFS):

The Government shall provide office and storage space, without cost to the contractor, for Contractor contract management. Any additional facilities required by the Contractor shall be provided by the Contractor. Land and facilities provided by the Government shall be used only for performance of work related to this contract. The Contractor shall not construct any new building facilities or structures on Government property nor make any structural changes or alterations on the provided buildings without the express written approval of the Contracting Officer. Structural repairs required during the term of the contract shall be reported to the Contracting Officer and COR for appropriate action. The Contractor shall reimburse the Government, at a price that is fair and reasonable for repairs that are not attributable to normal wear and tear of use of Government furnished property.

The Contractor shall maintain these work areas in a neat and orderly condition, so that they may remain clean, safe, free of fire and all other hazards; areas must meet all applicable Environmental Protection Act (EPA) standards. The Contractor shall correct unsanitary or hazardous conditions immediately.

3.2 Storage:

The Government shall furnish the Contractor with space for storage of an inventory of bulk supplies, replacement parts, equipment, and packing materials: These spaces provide minimal (i.e., adequate for the current incumbent workforce) storage space for materials, supplies and gear. The Government shall not be responsible for damage or loss to the Contractor's stored supplies, materials, replacement parts, equipment, or personal belongings.

Government Furnished Facilities for this effort include but are not limited to: Building 166 WASDA, building 221 WASDA, 10 outdoor firing ranges, 5 indoor firing ranges, 3 virtual firing ranges, 6 cover courses, building 129 for situational response, storage at building 110, and Bunkers locations to include 111, 112, 115 and 117, 142 or 221.

3.3 Government Furnished Utilities (GFU)

The Government shall pay for normal public utility services (water, electricity and telephone lines) for the Contractor's use. Long distance toll charges and internet services are the responsibility of the Contractor. Government-furnished utilities used by the Contractor shall only be used for performance of work related to this contract.

The Contractor shall actively participate in all energy conservation efforts and programs and

shall instruct employees in utilities conservation practices, including but not limited to: Lights shall be used only in areas where and when work is actually being performed, when lighting is not required, they shall be turned off; Mechanical equipment controls for heating, ventilation, and air conditioning systems shall be adjusted only by FLETC maintenance personnel; Water faucets or valves shall be turned off when not in use.

3.4 Government Furnished Property (GFP):

The Government will provide, without cost to the Contractor, the facilities, equipment and materials listed in. The list of GFP shall not be construed as being sufficient or adequate to meet the requirements of this contract. The Contractor shall provide any additional equipment needed to perform the requirements of this contract.

The Government, at its own expense, may provide, install, and permit the operator to use additional equipment of a similar type when approved by the Contracting Officer. Provided that when the equipment is no longer needed for the contract operations, it may be withdrawn as approved by the Contracting Officer.

NOTE: In addition, the Government may make such improvements and alterations, as it may be deemed necessary or desirable. The Government will replace obsolete equipment, as it deems necessary.

The Contractor shall maintain proper control over Government property. The Contractor shall reimburse the Government the full replacement cost of all property determined to be intentionally or negligently destroyed or lost while under the control of the Contractor.

The Contractor shall provide an updated list of GFP on an annual basis or when receipts and/or transfers warrant an update of GFP in the form of an internal FAD Property Inventory Form. All accountable and non-accountable GFP and equipment will be listed on the form. This form shall be posted in each room and/or area where the property is located and/or stored. The listing shall include as a minimum; Property nomenclature, Property location, Property model number, serial number and/or FLETC property number; Government Furnished Property (GFP), Government Furnished Equipment (GFE) and Government Furnished Materials (GFM) shall NOT be removed from the Center, unless otherwise permitted by this contract.

During the phase-in of the contract, the contractor shall participate with the COR and the incumbent Contractor in joint inventories of all Government furnished property and equipment. The Contractor and the COR shall jointly determine the working order of all equipment. If equipment is found not to be in working order and beyond fair wear and tear, it will be noted and certified by all three parties upon completion of the inventory. If the incumbent contractor disagrees with the condition or any other discrepancy during this time, it shall be noted in writing.

3.5 Government Furnished Equipment and Property (GFE/GFP):

The contractor shall be responsible for accountability of Government property a using

Government-furnished system for weapons, ammunition and equipment, or a software such as Excel and Word as approved by the COR. The contractor shall be thoroughly familiar with the Property Control Plan. The contractor shall maintain control at all times of quantities/locations of all GFP/GFE in the Contractor's possession. Contractor will oversee the stock, store, issue and accountability of FAD GFE/GFP in coordination with FAD Property Custodian.

The Contractor shall maintain current records of all GFE used in contract operations properly indicating additions, replacements and removals. The Contractor shall maintain bar code libraries of all weapons in the Contractor's custody and shall ensure that Government-furnished bar code tags are available at the designated location (permanent storage, temporary storage or class set) of the weapons for inventory purposes. GFP shall be managed in accordance set forth in the GFP clause in this contract. The Contractor shall maintain internal and Government-furnished property control records in such condition that at all times the location, use and security may be readily ascertained. Property records shall be made available to the COR upon request.

Upon completion of this contract, the contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in the performance of this contract.

The Contractor shall inventory all property (accountable and non-accountable) annually and at any time specified by the Government in accordance with FLETC Directive 70-03. A Personal Property Asset Management Program (FOUO). The Contractor shall identify excess, obsolete, or worn-out property by promptly completing a Survey Report, FTC-ADM-44, as shown in Section J, Exhibit 4. The Contractor shall submit a Survey Report and a Move Order Request Form, FTC-ADM-46, Section J, Exhibit 5 to the COR for removal.

Upon request the Contractor shall provide an updated inventory list showing all receipts and/or transfers of GFP. The listing shall include as a minimum:

- (1) Contract Number and Name
- (2) Property Number, if applicable
- (3) Property Nomenclature, Serial Number and Model Number
- (4) Monetary Value, if applicable
- (5) Date of Purchase
- (6) Property Accounting Change Report FTC-ADM-43, Section J, Exhibit 6

GFP shall be managed as set forth in FAR part 45, HSAR supplements, and FLETC Personal Property Asset Management Program. The GFP Inventory shall not be construed as sufficient or adequate to meet the requirements of the contract; the Contractor shall provide any additional equipment, and general office supplies needed to perform the requirements of this contract.

A joint inventory will be conducted by the incumbent Contractor, the new Contractor and the COR during phase-in. The new Contractor is required to submit a Joint Inventory

Report to the CO/COR no later than 10 calendar days after the completion of the joint inventory. Unless otherwise stated in this contract, the Contractor assumes all risk of loss and shall be responsible for any loss of or damage to GFP provided under this contract. At the completion of this contract a joint inventory will be conducted by the incumbent Contractor, the new Contractor and the COR. All GFP shall be returned to the Government in good condition, fair wear and tear accepted.

3.6 Government Provided Vehicles

The Government will provide, without cost, the vehicles shown in Government Property List (**Attachment 5**), for use in fulfilling the requirements of this contract.

Electric utility vehicles are provided specifically for transporting class equipment and supplies to and from exercises conducted at the Outdoor Firing Range complexes and to the Non-lethal Training areas.

Vehicles identified by the words "Mixed Range" immediately following the FAD number are permanently assigned for use on ranges designated as mixed (lead & reduced hazard (RH)). To lessen the spread of lead contamination by vehicle tires, these vehicles shall not be used on RH firing ranges nor removed from the Outdoor firing range except for required maintenance.

Loading and unloading shall take place inside the Weapons and Ammunition Storage and Distribution Activity (WASDA) in Bldg. 166. Loaded electric club cars ready for issue shall be locked and parked in the north end of the WASDA.

Note: Unloaded club cars may be parked at the edge of the parking area adjacent to Building 196. Keys for the Club cars are generic.

Vehicle use will be rotated using a schedule that approximates the same amount of time for use in each vehicle.

Doors shall be removed or reinstalled on request.

Practical Exercise (PE) vehicles are provided for use on the firing ranges as training aids, props, and barricades. Several of the PE vehicles are assigned to the mixed ranges only and are identified by the words "Mixed Range" immediately following the identification number of the vehicle.

G-Tag vehicles are provided for administrative purposes. They shall be issued to FAD staff only. The key for the Range Security vehicle will be maintained in the outdoor range issue room and signed out by FAD staff.

All training vehicles operated by the Firearms Division shall be inspected, cleaned and maintained (on site) by the Contractor. All vehicle fluids necessary for this service (gasoline, motor oils, transmission fluids, windshield washersolution, coolants, etc.) will be

provided by the Government and are available at the Transportation Office, Building 101, on the FLETC. As an exception to the above government furnished fluids, the contractor will be responsible for providing Liquid Propane for the operation of the Mitsubishi Fork Truck.

3.7 Government Required Training

The Contractor shall, at no cost to the Government, make appropriate contract employees available for the following training to include but not limited to, Government furnished IT Security, Safety and Occupational, Property Management, Forklift Operation, Hazardous Waste Management, Sexual Harassment, Active Shooter, etc.. The Government will allow the Contractor seven (7) working days' notice of the training schedule and the Contractor shall ensure applicable employees attend.

The Contractor shall provide copies of training certificates or other proof of attendance for all training required under this contract to the CO and COR.

PART 4 - CONTRACTOR FURNISHED PROPERTY (CFP) ITEMS AND RESPONSIBILITIES

4.1 Contractor Furnished Property

The Contractor shall provide all collateral office furniture and equipment such as company telephones, calculators, copy machines, fax machines, personal computers, internet service, printers, consumable supplies and general office supplies. The Contractor shall furnish everything needed to fulfill the requirements of the contract except for those items specifically stated to be Government furnished.

All items used by the Contractor shall be subject to inspection by the Government for compliance with all existing safety and health standards, and must meet the local, state, and federal safety requirements. The Contracting Officer may reject use of equipment, tools, and gear determined to be in non-compliance with the requirements of this specification.

The Contractor shall order consumable training supplies and equipment specified as Government supplied using normal procurement ordering procedures and forms. Contractor purchase requisitions must be approved by the COR. The Contractor shall furnish all consumable supplies except for those specifically identified in the contract as Government furnished.

4.2 Equipment, Tools, and Gear:

Contractor's equipment shall be maintained in accordance with the equipment manufacturer's recommendations. The Contractor shall ensure that fill equipment and tools not in use are stored in designated storage areas to ensure the safety of all personnel.

Samples of all materials and supplies shall be submitted to the Contracting Officer for approval prior to start of work. Supplies must meet all Environmental Protection Act (EPA), National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), ANSI, UL, standards, and regulations.

All materials shall also meet the Preferred Environmental Procurement Guidelines to meet the Greening of the Government Standard. New, changed, or substituted materials and supplies shall be submitted and approved prior to being used. Materials and supplies which do not fully comply with FLETC, State or Federal Government Safety Regulations, or which are of a highly caustic or toxic nature, shall not be used or permitted in any building or areas covered by this contract.

All required contractor equipment calibration shall be the responsibility of the Contractor.

All electrical equipment wiring shall be as recommended by, and which is approved and properly rated by the Underwriters Laboratory, Inc. shall be permanently attached to the machine and equipped with proper fittings.

PART 5 – SPECIFIC TASKS

5.1 SERVICES:

Except for Government-Furnished Property (GFP), the contractor shall provide all personnel, supervision, management, equipment, tools, materials, transportation and supplies required to plan, schedule, coordinate, and assure effective performance of all required firearms support services at the FLETC. These Services include, but are not limited to:

- a. Issue and receipt of firearms, ammunition, and related training supplies and equipment
- b. Training equipment cleaning, repair, and maintenance
- c. Setup/Installation Equipment and Supplies
- d. Ammunition/Weapon storage and inventory of related equipment and supplies
- e. Bullet fragment removal
- f. Janitorial Services
- g. Range Supply
- h. Security & Accountability
- i. Record Keeping, Data Entry and Report Generation

The Contractor shall manage the total work effort associated with the operations, maintenance, and all other services required herein to assure fully adequate and timely completion of these services. Included in this function is a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records, data entry and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assume the performance of the work in accordance with sound and efficient management practices. The Contractor shall have property control expertise to include daily support management, daily accurate inventory control, daily accurate inventory tracking, and a property program compatible with Government programs such as excel to ensure the Government is provided with the most up-to-date information immediately when requested.

5.2 Projected Workload

The projected workload for this contract is delineated either in the form of historical information or an estimated number of occurrences in each paragraph. The workload volume for the upcoming year is subject to variances due to the fluctuation of student load.

5.3 Work Schedule

The Contractor shall accomplish primary work during the period 6:00 a.m. through 7:30 p.m., weekdays, excluding Federal holidays. All categories of work will be performed during regular work hours. *NOTE: The Contractor shall not begin issuing equipment and supplies prior to the normal hours of operation.* The Contractor shall plan work schedules to anticipate adverse weather conditions which may delay or reschedule weather-dependent

activities. The Contractor shall secure all government furnished equipment/property as needed for the protection of property.

The Project Manager or Alternate Project Manager shall be on site during all hours of operation. In Building 221 and in Building 166, the Contractor shall provide at least two persons on duty and present in each issue location at all times during work hours. One individual in each location shall have completed the mandatory Weapons Handling Safety course provided by FAD within the preceding twelve-month period.

- a. Routinely, from 6:00 a.m. through 7:30 p.m. Monday through Friday, excluding Federal holidays, the Contractor shall provide issue and receipt services in accordance with FLETC and Partnering Organization (PO) training schedules. The Contractor shall check the scheduling system and daily requests from other divisions and agencies to verify class schedules and for any changes to class schedule(s); FLETC Training takes priority over all other requirements.
- b. The Contractor must define a chain of command to ensure that supervisory channels are clearly understood by all Contractor personnel during the absence of the Onsite Project Manager. This list shall be posted in a place conspicuous visible to all contractor employees and be provided to the Contracting Officer and the COR any time a change occurs.
- c. The Contractor shall be on call 24 hours a day via phone in case of an emergency, i.e., student departs on emergency duty assignment on a weekend, etc. The Contractor shall register the emergency phone number with the Contracting Officer, COR, and Security at Building 1. The Contractor shall place signs on the-entry doors to the Outdoor Range and Indoor Range Issue Rooms stating "IN CASE OF EMERGENCY REQUIRING THE ISSUE OF WEAPONS CALL (insert number(s))". The Contractor shall respond within one hour of an emergency call (note the two-person rule). In an emergency, the Class Coordinator/Instructor, COR, A/COR or other FAD personnel requesting the assistance will qualify as the second person.
- d. When the training schedule is expanded for weekend use or inventory is required, the Contractor shall provide staffing in response to a written Service Contract Work Request from the COR. This request may be provided to the Contractor 72 hours in advance or less if the Contractor concurs. The Contractor may be required to work one weekend each fiscal year to conduct the annual firearms inventory when firearms are not in use. The COR will notify the Contractor when an inventory is scheduled.

5.4 After Hours Training

Remedial training, Intermediate After-Hours Firearms Training Program (IAHFTP), etc. shall be conducted regularly between the hours of 4:30 p.m. and 6:30 p.m.

5.5 Issue and Supply Service

Primary importance is placed on continuity of training and accomplishing the FLETC mission.

5.5.1 Each day the Contractor shall verify the FAD training schedule, the PE schedule and all other written requests and have the correct weapons, ammunition, equipment and supplies staged and ready at the specified time with no resulting delay to the scheduled event. Other FLETC Divisions, Partner Organizations, and export requests are instructed to notify the Contractor in writing, 24 hours in advance of requirements other than those listed on the Firearms Class Schedule or the PE Schedule; however, every attempt should be made to accommodate all requests whenever possible. The Contractor will use the provided information to build class issue reports for all scheduled and unscheduled training events in the Government-provided database system.

5.5.2 The Contractor shall establish a reorder point for supplies and equipment using monthly-use averaging. The Contractor shall reorder supplies and equipment when they have reached the established threshold by preparing a Purchase Request Form or an approved equivalent order form and submitting it to the COR/ACOR. The Contractor shall notify the COR when ammunition stock levels drop below a 6-month supply and targets and cardboard shall not drop below a 4-month supply based on monthly use averaging. All other supplies and equipment, including printed instructional materials shall be reordered when stock levels reach a 3-month supply.

5.5.2.1 Ammunition shall be rotated and expended using a “First-In-First-Out” method of inventory.

5.5.3 The Contractor shall restock ranges with targets, target backers, staple guns, staples, gun cleaning supplies, earplugs and other supplies as needed from Building 110 or store rooms. The level of supplies and equipment stocked on the ranges must not exceed a 30-supply as space permits. No more than one full and 1 partial pallet of cardboard of each size will be stored on the ranges. Supply inventories shall be rotated on a “First-In-First-Out” method of inventory.

The Contractor will restock the equipment sheds on the Special Purpose Ranges with government provided protective equipment, safety supplies, cleaning supplies and first aid supplies.

5.5.4 The Contractor shall perform adjustments on safes (not to include combination changes) and install, assemble/adjust lockers, racks shelving, etc. to accommodate storage of training equipment and supplies. All materials used shall be furnished by the Government. The Contractor shall provide tools for the necessary adjustments/installation.

5.5.5 The Contractor shall place identifying markings on all Government-furnished equipment and supplies. The Contractor shall use paint, stencils, lettering/numbering punches, electric engraving tools, embossing tape, etc. as appropriate to the material.

5.5.6 Equipment and Supply Issue

a. The Contractor shall issue, receive and secure Government-furnished training equipment and supplies, that include:

- 1) Weapons (handguns, long guns, submachine guns, light machine guns and all other weapons and accessories used in law enforcement training, demonstrations, tours and proficiency)
- 2) Ammunition (live, non-lethal and blank-fire), action proving (dummy) rounds, chemical and diversionary devices.
- 3) Cleaning supplies for the various types of weapons
- 4) Containers for brass recovery
- 5) Eye protection (safety glasses, side shields, etc.)
- 6) Ear protection (ear muffs, inner ear plugs, including soft ear protection)
- 7) Leather gear; and accessories holster, pouch, belt and buckle, speed loaders, ammunition magazines, etc.
- 8) Body armor (body bunkers, gloves, head protection, flashlights, laser vests, and shooting mats)
- 9) Electronic and electrical equipment, timers, stop watches, portable radios, binoculars cellular telephone, firearms testing equipment, chronograph, tripod, bipod, gun case, padlock and keys, spotting scopes, etc.
- 10) Paintball markers, paintballs and magnetometers
- 11) Instructor equipment (hearing protectors, eye protectors, screwdriver kit, flashlight, rain gear and, whistles)
- 12) Instructional materials (handouts, score sheets, class roster forms, DVD's, etc.). The Contractor shall notify the COR when minimum stock levels have been reached of lesson plans, handouts, training aids and related instructional materials.
- 13) Audio and visual equipment
- 14) Cart, cart covers and tie-down straps (inclement weather and club cars scheduled for use on mixed ranges)
- 15) Trauma kits, first aid kits, band aids, antiseptic packs and cold packs (to be maintained by FAD designee), insect repellent, sun screen, hand warmers
- 16) FAD training vehicles and Government-assigned vehicle keys
- 17) Batteries for electrical and electronic equipment (batteries issued directly to individuals shall require 1 for 1 replacement)
- 18) Battery chargers
- 19) Battery testers
- 20) Spray paint
- 21) 5 and 10 gallon coolers filled with ice water
- 22) CO2 Bottles (full)
- 23) Protective equipment for non-lethal training

b. The Contractor shall ensure that electronic and electrical equipment (i.e., flashlights, headsets, weather radios, etc.) are in good working condition prior to issuing. Batteries shall be tested for proper charge and charged or replaced when necessary

- prior to issue. Inoperable equipment shall not be issued, but shall be tagged as inoperable and turned in to the COR for repair or disposal. The Contractor shall store electronic and electrical equipment with switches in the OFF position. Batteries shall be removed, unless the equipment is designed to preclude removal.
- c. The Contractor shall maintain an inventory of all consumable training supplies and equipment. The Contractor will record usage, expenditure or disposal of consumable supplies and submit a monthly Supply Usage Report.

5.5.7 Range Equipment and Supply Delivery

- a. The Contractor shall deliver firearms training equipment and supplies, to FAD training locations on the FLETC, such as:
- 1) targets (metal, mechanical, paper and specialty),
 - 2) items used as barricades, i.e., barricade posts; signs, shell cars, cones, motor vehicles, mailboxes, portable facades, fire hydrants, etc.),
 - 3) target backers, paper and plastic (all sizes and types),
 - 4) accessories and spare parts for targeting devices, i.e., furring strips, rubber bands, clamps, etc.,
 - 5) staplers and staples,
 - 6) Ice water,
 - 7) Gun cleaning supplies, i.e., brushes, rods, patches, lubricants, solvents, shop towels, paper towels, etc.,
 - 8) Filled CO2 Bottles,
 - 9) Spray bottles and blood-borne pathogen cleaning solution,
 - 10) First aid kits and Band-Aids.
- b. Equipment in need of repair or replacement shall be tagged appropriately and reported to the COR or appropriate Government repair facility for Government maintenance.

5.5.8 Class Issue

5.5.8.1 The Contractor will determine the type and quantity of weapons, ammunition, supplies and equipment to be issued by for each scheduled class and training request verifying the correct type of ammunition is loaded for the appropriate range.

The Contractor will input training material requirements for each class into an Asset Management System or an identified system approved by the COR and use the data output to load the push carts, baskets and/or and electric utility vehicles with the required equipment and supplies including instructor special request items (timers, vests, helmets, etc.). The Contractor will place loaded pushcarts or locked electric utility vehicles in the staging area for issue to instructors.

5.5.8.2 The Contractor will transport range equipment and supplies from the designated storage areas to specified ranges and assist the coordinator with placement prior to class, if

necessary. At the completion of training, the Contractor will remove unneeded range equipment from the ranges and return to storage to include shell cars. Equipment shall be inspected before returning to storage areas and damage shall be noted and reported.

5.5.8.3 The Contractor will transport FLETC or agency weapons between the indoor and outdoor range facilities to accommodate scheduled training or repair. The Contractor notify the appropriate FLETC or agency armorer of any weapons requiring repair and shall deliver those weapons to the armory upon request. FLETC weapons tagged for repair will be delivered to the Indoor Range and added to the Repair peg board. The Contractor will use the Asset Management System or an identified system approved by the COR to change the weapon status from an active status to a repair status.

5.5.8.4 The Contractor will refill and deliver Government-owned ice water dispensers to all outdoor ranges including the skeet range and non-lethal training areas on a schedule that will ensure adequate supply during all hours of operation. The Contractor will retrieve ice water dispensers each evening and sanitize using a 10% chlorine bleach and water solution.

5.5.8.5 The Contractor will issue materials to the Instructor/Class Coordinator, ensuring that all items are accounted for and signed for by the instructor before removal. At the completion of training, the Contractor will receive the cart from the Instructor/Class Coordinator, and inventory all equipment and supplies jointly with the Instructor/Class Coordinator, record ammunition usage in as directed by the COR in TAMS or Excel, initial the class roster and the Firearms Score Sheet FTC-FAD-4 and return the equipment/supplies to stock, or reissue, as appropriate. NOTE: *The Contractor shall not accept custody of weapons that are not physically present, not properly cleared or dirty.*

5.5.8.6 The Contractor will notify the Class Coordinator of any discrepancies. Discrepancies not corrected immediately shall be reported to the COR using the form, Report of Damaged, Dirty or Missing Equipment.

5.5.8.7 The Contractor will receive brass and shotgun hulls, in Government furnished-containers, from the Class Coordinator. Record the brass and weight on the Cartridge Casing and Shotgun Shell Casing Report.

5.5.8.8 The Contractor will fill all empty or partially filled CO2 canisters before returning the canisters to the shelf.

5.5.8.9 Remove batteries from all equipment that is designed to allow removal (laser guns, targeting devices, radios, flashlights, etc.) NOTE: *The Contractor shall store electronic and electrical equipment with switches in the OFF position. Batteries shall be removed, unless the equipment is designed to preclude removal.*

5.5.9 Agency-Owned Training Weapons

These are training weapons furnished by the trainee or his/her agency. The agency-owned training weapons shall be affixed with a Property Identification Tag. The Contractor shall

place agency-owned training weapons in the proper set using the firing point number corresponding to the assigned firing point of the student/owner. Personal training weapons may be received from FLETC Security, COR, FAD Property Custodian or agency representatives. Magazines, speed loaders, gun cases, boxes, holsters and belts shall remain with the owner and will not be stored in the Issue Rooms.

5.5.9.1 When accepting custody of an agency-owned weapon from the FAD COR or Property Custodian, the Contractor shall verify the serial number and sign the FAD Chain of Custody form presented by the COR or Property Custodian, record the serial number on an inventory of class weapons and place the weapon on the appropriate class peg board.

5.5.9.2 When accepting custody of agency-owned weapons from FLETC Security Police, the Contractor and Security shall conduct a joint inventory to verify serial numbers, ownership, unloaded status, and condition at time of transfer. Discrepancies shall be noted on the back of the Weapons Registration Form FTC-SAF-24. The contractor shall sign the Weapon Transfer Log presented by the FLETC Security Police Officer (a copy of the log record shall be maintained on file), place the white copy of the Weapon Registration Form and the Property Identification Tag in the plastic sleeve attached to the corresponding weapon. The weapons will be recorded on an inventory of class weapons and placed on the appropriate class peg board.

5.5.9.3 When accepting weapons from agency representatives from an on-site inventory, the contractor shall generate an inventory form, verify the serial numbers together with the representative and obtain a signature from the representative on the reverse of the inventory form. If the weapons are to be stored for general training use, they will be secured in a safe and added to an agency inventory form. If the weapons are intended for use in a specific class, they will be added to an inventory of class weapons and placed on the appropriate class peg board.

5.5.9.4 While in training status, agency-owned training weapons shall remain with the set assigned, and may only be checked out by the COR, Firearms Class Coordinator, or the authorized Agency Armorer or representative. They may also be returned to FLETC Security Police on request for overnight or weekend checkout. On completion of training, the weapon shall be returned to the person from whom it was received as soon as possible unless otherwise authorized in writing. The Contractor shall not release weapons to students.

5.5.9.5 When classes have completed the Firearms segment of training and agency-owned weapons are ready to be shipped, the Contractor shall remove the weapon from the class peg board, match the weapon to the original Chain of Custody form and notify the COR or Property Custodian that the weapon is ready to be transferred out. The COR or Property Custodian shall verify the serial number of each weapon and sign the Chain of Custody form.

On the final day of Firearms training, the Contractor shall notify FLETC Security that the weapons are ready to be transferred to Building 1. The Contractor shall complete a Weapon Transfer Log and verify the registration form (white copy) and property tag are inserted in the plastic sleeve and attached to the weapon. Any ammunition delivered with the weapon will also be returned to FLETC Security. The Contractor and FLETC Security shall conduct a joint

inventory to verify serial numbers, ownership, unloaded status, and condition at time of transfer.

5.5.10 Removal of Property from the FLETC

The COR or Property Custodian shall issue a Property Pass for all FAD accountable property being removed from the FLETC. The Contractor shall insure that all accountable property being removed is listed on the Property Pass and that the responsible individual signs the form prior to issue.

The Contractor shall issue non-accountable property using, FTC-OST-31, Temporary Property & Equipment Form (Receipt).

When the property is returned, the Contractor shall sign indicating receipt and return the Property Pass to the COR. Any items listed and not returned shall be reported on the Damaged, Dirty or Missing Equipment Report.

5.5.11 Special Issue Requirements

Individuals authorized in writing may check out Firearms equipment and supplies for tours, demonstrations, unscheduled training, etc. Access lists are maintained and updated by FAD personnel on the FAD Teams site, and contractor personnel who have computer access must check the access lists to verify that the requestor has a current authorization for the equipment they are requesting. In the event the requestor is not on the access list, a written request signed by a FAD Branch Chief or Division Chief is required to release the equipment.

5.6 Cleaning and Repair Services

The Contractor shall ensure that training equipment is cleaned, sanitized, and in good working condition prior to use by students and instructors.

The Contractor shall maintain firing ranges, bunkers, storerooms and workspaces in a neat, clean manner free of safety hazards.

The Contractor is required to provide all cleaning materials and supplies which are not identified as government furnished. Cleaning materials and supplies must be approved by the COR and the Environmental and Safety Division prior to use.

5.6.1 Training Equipment and Supplies

a. Daily, after use, the Contractor shall clean and disinfect helmets, chest/groin protectors and ALL other items which are subject to bodily contact when used, to including the following:

1. Face Protectors

2. Chest Protectors, Vests or similar products
3. Hearing Protectors
4. Helmets
5. Body Armor
6. Bull Horn
7. Microphone
8. Safety Glasses
9. Training Club cars
10. Vehicles

The Contractor shall clean dirt, debris and paint residue from helmets, vests, safety glasses and ear protection with government provided cleaning solutions and then disinfect these items in Government provided ozone sanitizing machines. For all other items, the disinfecting detergent to be provided and used by the Contractor shall be a broad-spectrum disinfectant and sanitizing agent with the following properties: bactericidal, virucidal, pseudomonocidal, fungicidal and tuberculocidal. All disinfectants, cleaning materials and sanitizing agents must meet EPA, OSHA and NIOSH standards and be approved by the COR.

The Contractor will HEPA-filter vacuum and/or wipe down electric utility vehicles, pushcart and weapons pegboard daily.

b. The contractor shall gather soiled protective equipment from the Non-lethal training areas into laundry bags and transport them to the Laundry Support Services contractor in Bldg. 49 at least weekly. The contractor shall arrange drop off and pick up schedules with the Laundry Support Services contractor. The items that shall be laundered may include:

1. Jackets
2. Gloves
3. Chest/Groin/Back/Forearm/Throat Protectors
4. Hoods
5. Coveralls

c. The Contractor shall establish an inspection and maintenance system for the helmets and lenses. The Contractor shall permanently mark all helmets with a distinct numbering system and implement a cycle of maintenance such that all helmets are inspected at least weekly. This maintenance schedule and all repairs/replacements will be documented and submitted to the COR monthly.

d. The Contractor shall be responsible for inspection/repair of each item of equipment that has suffered physical damage at the time of turn in. Tools necessary for repair shall be furnished by the Contractor. Other items requiring repair shall be delivered to the COR or Armorer. The Contractor shall be responsible for repairing:

- 1) Face Protectors (replacing face shield, rubber seals, grommets)
- 2) Hearing Protectors (ear pads, foam liners)

- 3) Safety Glasses (lenses, temple. bars)
- 4) Vehicles
- 5) Electronic and electrical equipment (replace batteries)

e. The Contractor shall perform a weekly inspection of all weapons for cleanliness, corrosion, rust, and any other visible damage. A Report of Damaged, Dirty or Missing Equipment listing discrepancies shall be turned in to the COR or Armorer as appropriate.

5.6.2 Cleaning/Maintenance of Government-Owned Vehicles (GOV)

5.6.2.1 General: (all training vehicles)

- 1) Windshields, windows and mirrors shall be cleaned daily using a glass cleaner approved by the COR.
- 2) HEPA filter vacuuming shall be accomplished as needed, at least weekly.
- 3) Washing shall be accomplished on a monthly schedule, for reduced hazard vehicles.
- 4) Clean battery compartments on electric vehicles monthly.

5.6.2.2 Special Requirements for Vehicles Used on Mixed Ranges

- 1) After each use, vehicles used on Mixed Ranges shall be vacuumed inside the cargo area and cab using a HEPA filter vacuum cleaner.
- 2) Tires shall be wiped down with an approved non-toxic, biodegradable all-purpose cleaner.
- 3) Sweeping is not permitted due to the possibility of airborne contamination.

5.6.2.3 Inspection, maintenance and cleaning schedules, checklists, and key control logs shall be established and maintained for all vehicles. All schedules shall include the following:

- 1) FAD ID or vehicle tag number
- 2) Type of inspection or maintenance schedule
- 3) Times and dates performed
- 4) Name of responsible employee

5.6.2.4 Inspection of safety equipment shall be conducted prior to the first daily use/issue for all vehicles:

- 1) lights (headlights, taillights, brake lights, turn signals, and dome light)
- 2) horn
- 3) brakes/emergency brake
- 4) seat belts
- 5) backup alarm
- 6) strobe light
- 7) windshield (clean as necessary)

- 8) windshield wipers
- 9) rearview/side mirrors (clean, adjust and tighten as necessary)

5.6.2.5 General vehicle maintenance

The Contractor shall perform the following maintenance on all training vehicles:

- 1) maintain tire inflation levels
- 2) maintain oil and transmission fluid levels
- 3) maintain battery charge and fluid levels
- 4) coordinate the delivery of vehicles to FLETC repair facilities for other preventive and corrective maintenance requirements (DMD Vehicle Maintenance Garage or Bus Transportation Garage)

5.6.2.6 PE Vehicle maintenance (T-Tag vehicles) the Contractor shall coordinate with the FAD vehicle custodian and the DMD vehicle maintenance supervisor for delivery of vehicles for scheduled and unscheduled maintenance and repair. The Contractor shall insure that:

- 1) vehicles are fueled (at least 1/2 tank full)
- 2) motor oil, battery fluid, and coolant levels are adequate, in accordance with specified requirements.

5.6.3 Firing Ranges

(Warning- while working in or on lead ranges personnel shall comply with lead safety regulations, 29CFR1910).

The Contractor shall use the Government provided weapons cleaning shop towels/wipes cleaning in each weapons cleaning area. On Mixed Firing Ranges, the Contractor shall ensure that all towels, wipes, patches and other materials used for cleaning weapons or wiping up spills are disposed of in the appropriately labeled HAZMAT container and shall ensure that the container is sealed at all times when not in use.

5.6.3.1 Special Purpose Ranges (Interactive Cover Course and Skeet Range)

The Contractor shall inspect the FAD Special Purpose Ranges daily prior to 7:30 a.m. to insure they are well stocked with the required cleaning materials, protective equipment, and other equipment and supplies.

The Contractor will ensure that fans, air conditioners, and dehumidifiers are working properly and report any problems to the COR.

The Contractor will place all loose trash and protective clothing in the proper receptacles and return equipment and supply items to the proper storage location.

The Contractor will sweep floors, ceilings and walls of any dust and cobwebs.

5.6.4 Bunker Warehouse and Store Rooms

The Contractor shall maintain bunkers, warehouses and all other storage spaces in a neat, clean manner. Equipment and supplies in storage must be organized to allow for forklift/pallet jack operation. Trash such as cardboard and plastic packaging, banding material, and empty pallets shall be removed immediately from these areas. Bunker and warehouse floors are to be swept when needed, at least weekly.

5.6.5 Issue Rooms and Annex

The Contractor shall sweep or vacuum the annex passageway between the storage cages and dispose of trash. This annex passageway is defined as the approximately 150 foot runway area from the armory door to the rear double doors.

The Contractor shall maintain the issue rooms in a neat and clean condition, furniture and fixtures shall be dusted and floors swept daily and mopped weekly.

5.7 Shipping, Receiving

The Contractor will receive shipments and/or prepare shipments of ammunition, other supplies and equipment for both FLETC and Partner Organizations at locations identified by the COR on the FLETC Glynco facility.

Form FTC-OST-30, Receiving Report, shall be completed and turned in (with any tickets, purchase orders, shipping documents, etc.) to the COR by 10:00 a.m. of the following workday. Shipments of ammunition shall be received between the hours of 7:30 a.m. and 4:30 p.m. on the day of delivery.

5.8 Transport

The Contractor shall transport FLETC and partner organization training weapons between the outdoor range, indoor range, skeet range, non-lethal training areas, and any designated training areas to meet training requirements such as scheduled/unscheduled classes, range changes, and emergencies.

The Contractor shall transport equipment and supplies used by the Firearms Division between loading docks and the Firearms Training facilities.

The contractor shall transport laundry between the cover courses, skeet range and any other area designated for non-lethal training and the laundry facility in Bldg. 49.

The Contractor shall transport ammunition, supplies, and training equipment between the issue rooms, bunkers, warehouse and other storage areas and ranges as necessary.

The Contractor shall turn over collected brass daily to the Property Management Division, or

their representative, using the Cartridge Casing and Shotgun Shell Casing Report (Attachment 13). Expended brass from ranges where the use of leaded ammunition is allowed shall be left on the ranges in containers provided for this purpose (cardboard boxes). The Contractor shall seal and wipe these containers down with Tri Sodium Phosphate based detergent to remove any dust and remove them from the ranges prior to 7:30 a.m. daily.

5.9 Waste Disposal

The Contractor shall dispose of all collected trash and other uncontrolled wastes in the nearest appropriate outside refuse containers for pickup and disposal. The Government will be responsible for refuse pickup and disposal.

The Contractor shall be responsible for the proper disposal of all controlled material waste (for example, cleaning materials, batteries, spray cans, expended ammunition) used in performance of this contract. Such material shall not be placed in Government refuse containers or dumpsters but shall be placed in Hazardous Waste containers furnished by the Government and specifically labeled for each type of material to be disposed.

The contractor shall sort and separate all identified recyclable materials which are returned from classes and place in the appropriately labeled Government furnished recycling bins. The recyclable materials include cardboard, ammunition boxes and cases and plastic ammunition inserts.

5.10 Heat Stress Flag

The Contractor shall display the appropriate Government-furnished heat stress flag at the outdoor range when the Heat Stress Alert System (HSAS) is in effect as determined by the Physical Techniques Division. When the HSAS is in effect, the Contractor will periodically (at least every two hours) call the HSAS phone number at x2944 (or x2648) and ascertain the current heat alert level and change the flag accordingly. The flag colors alert staff and students how long to exercise in order to prevent heat related injuries:

FLAG COLOR-HEAT STRESS CATEGORY

Blue No Restriction (No sweat clothing)
Green Limit outdoor physical conditioning to 50 minutes
Yellow Limit outdoor physical conditioning to 40 minutes
Red Limit outdoor physical conditioning to 30 minutes
Black No outdoor physical conditioning

5.11 Reports

The Contractor shall submit required reports as indicated in this section. Reports shall be dated with the date of completion and show a reference for the time-frame (month, quarter year, fiscal year, etc.) for which it is generated. All reports involving supply and equipment usage and inventory shall be generated using the Government-provided software system or completed using hardcopy forms provided by the Government. The Contractor may be

required to report information regarding inventory items and equipment usage in addition to the listed reports as requested by the COR for statistical analyses and reporting.

- 1) Dirty, Damaged or Missing Equipment (Attachment 6)
- 2) Non-lethal Training Equipment Repair and Maintenance Log
- 3) Daily Brass Recovery and Bullet Fragment Recovery reports (may be filled in by hand.)
- 4) End of Class Report
- 5) Ammunition Usage and Inventory (Daily) (Attachments 8/9/10/11 as applicable)
- 6) Report of Weapons Inventory
- 7) Expended Brass Recovery Report
- 8) Supply and Equipment Usage Report
- 9) Receiving Report (FTC-OST-30)

5.12 Security and Accountability

DAILY accountability for ALL weapons and ammunition (including expended ammunition casings) in the custody of the Contractor is essential whether issued from or stored in restricted issue rooms in Buildings 166 and 221, Bunkers 111, 112, 115 and 117, 142 or 221.

5.12.1 Ammunition

- a. Ammunition Code numbers (provided by the COR) shall be used for recording and reporting all ammunition transactions. Ammunition transactions will be recorded electronically in a Government-provided software such as TAMS or Excel.
- b. Daily, prior to performing any other duties, the Contractor shall inventory all ammunition in the issue rooms of Buildings 221 and 166. Each evening, after all issue/receipt services have been completed, the Contractor shall inventory, by physical count, all ammunition in Buildings 221 and 166 issue rooms.
- c. The Contractor shall prepare the applicable daily ammunition inventory/usage report after each evening inventory. The original copy of each inventory form will be signed by the Project Manager and each transaction shall be documented by a copy of the transaction form (class score sheet, remedial form, ammunition request, etc.). These documents will be submitted to the COR by 12:00 a.m. of the following workday. The Contractor will maintain a report of the quantity, caliber and type of rounds recovered from each range which shall be included in the Remarks Section of the Daily Ammunition Usage and Inventory Report.
- d. The location of all ammunition, whether issued or in storage, must be known at all times. Ammunition located in the Issue Rooms or other storage locations (bunkers) are considered to be in the Contractor's custody. The Contractor will maintain

- complete and accurate logs of all ammunition received, issued, or transferred between storage locations.
- e. All ammunition will be received into the bunker prior to distribution. A log book or ledger will be maintained for each individual type of ammunition. Transactions shall be recorded as ammunition is added or removed from the bunker. Ledger entries shall include the bunker number, the ammunition code number, manufacturer's product number, quantity received/dispensed and date of transaction.
 - f. Bunker doors are to remain closed and locked at all times when not in use. Bunker alarms, if any, must be armed at all times when the Bunker is not in use. The cleaning room and ammo bunker areas of Building 142 will be locked at all times when not occupied; however, the alarm will be disarmed by the Contractor each workday before 7:30 a.m. and armed during the evening security check (no earlier than 6:30 p.m.).
 - g. The Contractor shall limit access to the bunkers to authorized personnel. The Contractor shall ensure that only authorized personnel are permitted access to the ammunition storage areas, which include Bunkers 111, 112, 115, 117, 142 and the Issue Room storage spaces in Buildings 221 and 166. Authorized access to these spaces shall be limited to the COR/ACOR, FAD Property Custodians, FAD Management and Contractor personnel. All others shall be accompanied by authorized personnel and escorted by Contractor personnel. No disbursement, other than restocking of Issue Rooms or returns to the manufacturer, shall be made from Ammunition Bunkers.
 - h. The Contractor shall insure that the exterior doors to the ammunition storage areas in Buildings 166, 111, 112, 115, 117, 221 and 142 remain closed and locked, except when transporting ammunition and supplies in and out. The Contractor shall check the operating condition of the bunker compound gates and doors each time they are used and report discrepancies to the COR immediately.
 - i. The Contractor shall maintain a listing of the date and time of entry into ammunition storage areas (Buildings 166, 111, 112, 115, 117, 221 and 142), reason for entry, time of departure, and name of each person permitted entry. A Standard Form (SF) 702, Security Container Check Sheet, will be posted on the inside of the primary door of each location used for the storage of ammunition. Each time the door is opened and secured, this action will be annotated on the SF 702 (or an attached log book). All locations will be secured at all times. When open and unsecured, locations will be physically controlled by an authorized individual.

- j. Monthly – on the last workday of each month, the contractor shall inventory all ammunition stored in Bunkers. Each ammunition ledger shall be annotated with:
 - 1) Date of inventory
 - 2) Quantity in inventory by code
 - 3) Bunker location
 - 4) Initials of parties conducting the inventory
- k. The Contractor shall ensure that no ammunition is removed from the bunkers on the day of the inventory, after the monthly inventory is completed, unless authorized by the COR.
- l. In the event that ammunition will be quarantined (as determined by the COR), the Contractor will segregate the ammunition or the affected lot numbers, palletize, wrap and weigh the ammunition in preparation for a return to the manufacturer or other disposition. The contractor will complete an Ammunition Quarantine report and affix one copy to the pallet and submit one copy to the COR. The Contractor will note on the quarantine report the number of pallets, number of cases and weight including pallets.

5.12.2 Weapons

- a. The Contractor shall store training firearms and other weapons belonging to the FLETC, Partner Organizations, and students in Building 221 Annex and Building 166 WASDA. Doors and gates to these areas shall remain closed and locked at all times when not in use. Training firearms shall be stored in the safes, racks, storage lockers, and other containers provided by the Government for that purpose. All weapons storage containers, drawers, and individual slots/spaces shall be numbered for identification. Guns shall be assigned a number that corresponds with the storage point number. *Note: Contractor shall store firearms unloaded with a chamber flag inserted in the chamber with the slide closed, hammer down, and the safety on. Remington 870 shotguns and other pump action shotguns are stored with action open.*
- b. The Contractor shall store non-training weapons and ammunition in individual gun lockers (provided by the Government). All ammunition shall be removed from firearms and magazines. Ammunition shall be stored in a separate locker from the firearm and magazines shall remain with the owner. Due to limited storage space, gun cases may not be stored.
- c. The Contractor shall maintain permanent records of the non-training firearms stored in Buildings 221 and 166.
- d. Weapons and ammunition (no magazines) shall be placed in separate lockers, one weapon per locker, with the exception of long guns which shall be stored in racks or cabinets. The

Contractor shall maintain an accurate inventory of all weapons assigned to the Contractor for issue and storage. The Contractor will document the location and disbursement of all weapons assigned to and stored by the Contractor. The Contractor will assign weapons in numbered sets and weapons will be assigned to sets by serial number.

- e. The Contractor shall maintain an accurate inventory of all weapons assigned to the Contractor for issue and storage. The Contractor will maintain inventory records and transactions using a Government approved system and Government-provided barcode tags for each weapon. The Contractor will document the location and disbursement of all weapons assigned to and stored by the Contractor. The Contractor will assign weapons in numbered sets and weapons will be assigned to sets by serial number.
- f. All weapons assigned to the Contractor will be inventoried daily, monthly, quarterly, and annually.
- g. Daily - Each evening after all weapons have been turned in, the Contractor shall physically inventory all training weapons by visual sighting count using the form Daily FAD Weapons Inventory. This inventory report shall identify all discrepancies including whether or not all weapons are accounted for, the reason for any absences, and present location. The Contractor shall permanently file the signed original form and submit a copy to the COR by 10:00 a.m. the following workday. NOTE: If any weapon cannot be accounted for, the Contractor must notify the COR by telephone immediately.
- h. Quarterly - During the last week of each quarter of the Federal fiscal year (last month of Federal Fiscal year is October), the Contractor shall conduct a detailed quarterly firearms inventory. This inventory shall include comparing each stored weapon with the serial number, make, model and, storage location on the inventory sheets provided by the Government. The completed daily inventory sheets will be submitted to the COR with any changes to inventory locations noted.
- i. Annually – an annual physical firearms/ammunition inventory will be scheduled and conducted by the FLETC Office of Compliance and the Property Management Division in cooperation with assigned FAD personnel and the Contractor. This inventory will be conducted during normal working hours, but may be scheduled on a Saturday to accommodate the training schedule, if necessary.
- j. The Contractor shall maintain accurate meter (number of rounds fired) records for each FLETC-owned training weapon. The Contractor will input weapon meters into the Asset Management System for each weapon.

5.12.3 Physical Security of Work Areas

- a. All Contractor personnel are responsible for ensuring the internal and external security of assigned buildings and areas. Contractor personnel are accountable for the security of assigned keys, combinations and alarm codes provided by the Government for access to secure areas.
- b. Contract personnel must wear FLETC ID at all times and ID must be worn visible and above the waste, while on the FLETC.
- c. The Contractor shall be responsible for arming/disarming building alarms and locking/unlocking interior and exterior access doors in their assigned work areas during the normal work week. These areas include Building 221, Building 166 and Building 142.
- d. The project manager will provide the COR with a roster of employees noting who will be responsible for morning and evening building security and designating the areas for which employees will be responsible. Designated employees will provide the COR with a numeric code to program into the alarm system. Employee access codes will NOT be shared among employees. The roster will also indicate which buildings employees will have badge access for and which employees will need computer access.
- e. The project manager will notify the COR within 4 hours of the resignation or termination of any employee who has an assigned alarm access code. Upon notification the COR will delete the employee's access code from all areas to which the employee had authorized access.
- f. The Contractor shall unlock the exterior doors to Building 221 at 6:00 a.m. shall secure the doors at 7:30 p.m. each workday.
- g. Buildings 166 and 221 -The Contractor shall pick up keys at Building 93 each morning and return them after securing the buildings at the end of each workday.

5.13 Range Cleaning Services

Warning – While working in/on lead ranges, personnel shall comply with lead safety regulations (29CFR1910)

The contractor shall provide personnel, materials, supplies, and some training to ensure the proper range management cleaning services detailed below. Contractor shall provide their staff with respirator training and provide the Government proof of a valid fit card.

a. Materials needed for Range Cleaning Services: Contractor shall also provide PPE for use during cleaning, to include but not limited to: respirator masks, Tyvek suits, gloves, tape, disposal bags, spark resistant shovels, hoes (come-along), work lights, floor squeegees, goggles (flex-seal) and any other relevant materials.

b. Training Provided by Government: The Government provide the following training and refresher training as needed: hydro excavator, separator, portable HEPA vacuums, operating/maintenance equipment, Lead Awareness Training, forklift training, Hazardous Waste Training, and any other additional training that may become required by FLETC SOP, DHS, or state standards.

c. Government Provided Equipment: The Government will provide the following materials for use during range cleaning: hydro excavator, separator, vacuum lifter system, crowbars, prybars, portable HEPA vacuums, and forklift.

d. Hazardous Materials: A hazardous environment exists with regard to the completion of the services outlined in the PWS, i.e., exposure to lead (reference 29 CFR 1910.1025); noise; mid-day heat (Heat Stress program required) indices in the range of 110 degrees; hazardous material storage. Contractor shall have knowledge and comply with FLETC Hazardous Material Program (Reference 29 CFR 1200), Hazardous Waste Program (40 CFR), and the FLETC Occupational Health and Safety Program. Floor sweepings and bullet fragment removal will be treated as hazmat materials. Floor sweepings, prior to placement into a HAZMAT drum container shall be checked for live ammunition. Any live ammunition will be collected and turned into the Firearms Division (FAD).

e. Hazardous Material Collection Requirements: The Contractor shall be responsible for proper storage of hazardous waste in accordance with applicable federal, state and local environmental regulations. When Government provided hazardous waste storage barrels or boxes (at no cost to the Contractor) are filled to allowable capacity, the Contractor shall coordinate transportation of hazardous waste with the FLETC Environmental and Safety Division (ESD) site. All Hazardous waste shall be managed and stored in accordance with the FLETC Hazardous Waste Plan. The Contractor shall ensure that all contractor employees on the FLETC receive Hazardous Waste training, provided by the Government at no cost to the Contractor, and shall comply with the FLETC Hazardous Waste Plan and to ensure hazardous waste conformance with GA EPD and EPA laws and regulations. Any time the Contractor or their employees violate an EPA, GA EPD, or FLETC environmental regulation, the Contractor is contractually bound to conform and correct any environmental discrepancies immediately. All environmental fines or violations imposed on the FLETC by GA EPD or any environmental regulatory body as a result of the Contractor's non-compliance shall be the Contractor's responsibility. The Contractor shall be billed by the FLETC for the full amount of the fine and billed for any administrative cost associated with the violation. The Contractor shall also be responsible for any corrective actions imposed by the authority.

f. Brass Recovery: The Contractor shall turn over collected brass to the Property Management Division, or their representative, using the Cartridge Casing and Shotgun Shell Casing Report. All materials collected by contractor are property of FLETC.

g. Expended brass from range F or any authorized lead range where the use of leaded ammunition is allowed shall be left on the ranges in containers provided for this purpose (cardboard boxes). The Contractor shall seal and wipe these containers down with Tri Sodium

Phosphate based detergent to remove any dust and remove them from the ranges weekly or more frequently depending on the training load.

5.13.1- Indoor Firing Ranges (A-F) in Building 221 Frontside Basic Range Cleaning and Hazardous Waste Handling

a. The Contractor shall clean all indoor firing ranges, as training schedules allow. Basic cleaning services at the ranges shall be performed between 4:30 p.m. to 10:30 p.m. daily when in use, unless otherwise approved by FAD for a variation in the schedule.

b. On Indoor Ranges A, B, C and D, the Contractor shall clean the ranges floors and front surface of the bullet impact plates (the area from the top to the bottom of the impact plates to include the space where the plates meet the floor) using a High Efficiency Particulate Air (HEPA) vacuum system, or latest upgraded system, provided by the Government. The Government shall train the staff in the proper use and maintenance of the HEPA vacuum equipment. All hazardous waste shall be placed in properly marked Government furnished HAZMAT drums. The metal lid covers or top to the HAZMAT drum containers shall be properly installed after every use. The Contractor is not responsible for removing full HAZMAT drums containing hazardous waste materials. Methods and procedures for waste disposal have been established by FLETC ESD and shall be strictly adhered to by the Contractor when hazardous waste is placed into any HAZMAT drum container. The Contractor shall clean the exterior surface of the air supply grills of dust and debris. Cleaning methods shall be in accordance with established standards, applicable laws and regulations to include local, State, Federal, OSHA, FAR, FLETC Directives and ESD Policies and Standards.

c. Indoor Range F is designated as lead firearms ranges; however, all ranges are considered hazardous work areas in regard to the cleaning thereof. On this range, the contractor shall use a separate approved HEPA filter vacuum for the clean-up procedures. The HEPA filter vacuum shall only be used on range F to avoid cross contamination with the other 5 non-lead ranges. All industrial hygiene employee exposure monitoring results, standing operating procedures for lead work, and employee blood lead levels and Zinc Protoporphyrin (ZPP) results will be provided to the CO/COR for review by the ESD for recordkeeping on control of lead hazards at the FLETC. The Contractor shall furnish and replace Tacky Mats in lead firing range clean room as needed.

5.13.1.2- Range Hoppers Indoor Firing Ranges (A-F) Building 221 for Bullet Fragment and Debris Removal and Hazardous Waste Handling

a. On Indoor Ranges A, B, C and D, the Contractor shall shake down/empty the firing range conveyors/shakers into the bullet fragment/scrap hoppers daily. The Contractor shall physically inspect the bullet scrap as it is conveyed into the hoppers removing any live rounds, placing them in plastic bags, and then transport the ammunition to the issue rooms for disposal. In the event hoppers reach 75% capacity prior to the scheduled time to be emptied, hopper(s) shall be emptied at any time they reach 75% capacity (hoppers contain lead, zinc, copper, tin, steel shotgun pellets, tungsten or a mixture of all these metals.) Bullet fragments and debris shall be vacuumed and placed in 55-gallon (Government-provided) drums, properly

labeled, and notification given to EVS for arrangement of transport to the FLETC Hazardous Waste holding area located on the FLETC.

b. Indoor Range F is designated as lead firearms range. On this range, the range hopper is a 55-gallon hazmat drum. EVS will monitor, remove and transport the hazmat drum to the FLETC Hazardous Waste holding area located on the FLETC.

c. The Contractor will maintain a report of the quantity, caliber and type of rounds recovered from each range which shall be included in the Remarks Section of the Daily Ammunition Usage and Inventory Report.

d. Sifting baskets provided by the Government shall be used for all Reduced Hazard (RH) ranges. Sifting baskets will not work on lead ranges because they are equipped with vacuum enclosures.

e. The Contractor shall maintain the hopper areas to ensure that neither the pavement nor the ground is contaminated. The Contractor shall clean, and HEPA-filter vacuum the areas surrounding the firing range hoppers to ensure that they are maintained in a neat and clean condition. "Neat and clean condition" means no bullet fragments, or any other firearms products (such as brass, plastic, or paper), remain in the bottom of the hopper areas or on the ground/pavement areas within 20 feet of the hopper area. Residual waste (that is, contaminated waste that cannot be recycled) shall be placed in 55-gallon (Government-provided) drums, properly labeled, and notification given to EVS for arrangement of transport to the FLETC Hazardous Waste holding area located on the FLETC.

f. The Contractor shall follow standard industry practices for this work. In the event of any conflict between standard industry practices and this contract, the provisions of this contract prevail.

5.13.1.3 Cleaning Backside of Bullet Trap at Indoor Firing Ranges in 221

***Water and other liquids will not be used to clean in and around the bullet traps.**

a. Indoor Firing Ranges A through D (conveyer belt system) – The Contractor shall clean expended bullet fragments and debris from behind the bullet trap, in the collection areas and walkways behind these ranges. These areas shall be cleaned using the hydro-excavator and separator, from the floor to 10 feet up the vertical surface of the back wall, to remove any accumulation of dust. Quarterly cleaning will encompass the area from the top to the bottom of the impact plates and the maintenance area behind the bullet traps. Additionally, during two quarterly cleanings each year (6 months apart) the contractor shall include cleaning bullet fragments and debris from the floor area underneath the impact plates. The Contractor shall coordinate the removal of the impact plates on the scheduled cleaning dates with the FLETC Facilities Management (FMD) personnel.

b. Indoor Firing Range F (auger system) - The Contractor shall clean behind the bullet trap, in the collection area and walkways behind this range. These areas shall be HEPA vacuumed

(using a designated lead vacuum), from the floor to 10 feet up the vertical surface of the back wall, to remove any accumulation of dust. The tops of the traps shall be cleaned to the line of the second support chains from the rear. The underside shall be cleaned to the third support stanchion. ***Danger – While working in/on lead ranges, personnel shall comply with lead safety regulations (29CFR1910)***

c. All listed ranges will be cleaned once each quarter, but at least every 90-days. The contractor shall schedule ranges for cleaning at least one quarter in advance and forward the proposed cleaning schedule to the COR for coordination with the FAD scheduling office.

****Note:** Additional cleanings may be required depending on the training load

d. Lead, bullet fragments and other materials removed by the Contractor shall be placed in the Government furnished 55-gallon hazardous waste drums designated for disposal as instructed by the FLETC Environmental Safety Division (EVS). When a hazardous waste drum is full, the Contractor will contact EVS for pickup and transportation to the FLETC Property Disposal Compound for reclamation.

5.13.2- Outdoor Firing Ranges 1-10 Frontside Basic Range Cleaning and Hazardous Waste Handling

a. The Contractor shall clean all outdoor firing ranges, as training schedules allow. Basic cleaning services at the outdoor firing ranges shall be performed between 4:30 p.m. to 10:30 p.m. every Monday, Tuesday and Friday, unless otherwise approved by FAD for a variation in the schedule. Additional basic range cleanings may be required depending on the training load.

b. On Outdoor Firing Ranges 1-10, the Contractor shall clean the ranges floors, recessed barricade holes and front surface of the bullet impact plates (the area from the top to the bottom of the impact plates to include the space where the plates meet the floor) using a High Efficiency Particulate Air (HEPA) vacuum system, walk behind or rider floor scrubber, or latest upgraded system, provided by the Government. The Government shall train the staff in the proper use and maintenance of the furnished equipment. All hazardous waste shall be placed in properly marked Government furnished HAZMAT drums. The metal lid covers or top to the HAZMAT drum containers shall be properly installed after every use. The Contractor is not responsible for removing full HAZMAT drums containing hazardous waste materials. Methods and procedures for waste disposal have been established by FLETC ESD and shall be strictly adhered to by the Contractor when hazardous waste is placed into any HAZMAT drum container. The Contractor shall clean the exterior surface of the air supply grills of dust and debris. Cleaning methods shall be in accordance with established standards, applicable laws and regulations to include local, State, Federal, OSHA, FAR, FLETC Directives and ESD Policies and Standards.

5.13.2.1- Outdoor Firing Ranges 1-10: Bullet Fragment, Debris Removal, and Hazardous Waste Handling for Cleaning Backside of the Bullet Trap

a. Outdoor Firing Ranges 1 through 6 (vacuum system) - The Contractor shall clean expended bullet fragments and debris from the trunk line in the bullet trap area, and in the collection

areas and walkways behind these ranges. These areas shall be cleaned using the hydro-excavator, separator and hoses from the floor to 10 feet up the vertical surface of the back wall, to remove any accumulation of dust. Weekly range cleanings will rotate through a cleaning cycle with one range cleaning per week. Example: Range 1 will be cleaned on week 1, Range 2 on week 2, Range 3 on week 3 and so on until the sixth week. The ranges will reset, and Range 1 will be cleaned on week 7, Range 2 on week 8, range 3 on week 9 and so on. Ranges 1 – 6 will use this weekly cleaning rotation throughout each quarter of the fiscal year. **Note: Additional cleanings may be required depending on the training load.

b. Outdoor Firing Ranges 7-10 (auger system) – The Contractor shall conduct quarterly cleanings which will encompass the area behind the bullet trap, in the collection area and walkways behind these ranges. These areas shall be HEPA vacuumed from the floor to 10 feet up the vertical surface of the back wall, to remove any accumulation of dust. The tops of the traps shall be cleaned to the line of the second support chains from the rear. The underside shall be cleaned to the third support stanchion. On these ranges, bullet fragments and debris are deposited into 55-gallon hazardous waste drums. EVS will monitor, remove and transport the hazardous waste drums to the FLETC Hazardous Waste holding area located on the FLETC for firing ranges 7 & 8. FMD will monitor, remove and transport the hazardous waste drum to the FLETC Hazardous Waste holding area located on the FLETC for firing ranges 9 & 10.

c. Additionally, Outdoor Firing Ranges 1-10 will have one cleaning per year where the contractor shall include the cleaning of bullet fragments and debris from the floor area underneath the impact plates using the hydro-excavator, separator and hoses. The Contractor shall coordinate the removal of the impact plates with the FLETC Facilities Management (FMD) personnel. (One outdoor firing range will be scheduled and cleaned per month throughout the fiscal year until all ten ranges have been cleaned. There will be a 12-month period to clean 10 outdoor ranges. The downtime for these cleanings shall not exceed 3 consecutive days per range).

5.14 Contractor Deliverables/Submittals

REFERENCE	SUBMITTAL	DUE
1.5	Employee Status Change Notification	12 hours after status change
1.5	Employee Roster	Ten calendar days prior to the end of the phase in period; at execution of option periods; and when changes occur.
1.8	Program Manager/Alternate Designation letter and Resume	When notice of award is received and as changes occur.
1.9	QCM Designation letter and Resume	When notice of award is received and as changes occur.
3.4	Government Furnished Property Inventory	Acknowledge receipt at beginning of contract; annually and at any time specified by the

		Government
3.6	MSDS for cleaning and sanitizing supplies	Prior to products being used
3.7	Government Furnished Training Props Inventory Database (Excel)	Acknowledge Receipt at beginning of contract; List must be kept updated.
3.8	Employee Training Records	10 days after the end of phase in period and when changes occur.
3.8	Government Provided Training Listing	10 days after the end of phase in period and when changes occur.
4.3	Contractor Provided Training	10 days after the end of phase in period and when changes occur.
6.1	Quality Control Plan	10 days after the start of the phase in period and when changes occur.
6.2	Safety Plan	10 days after the start of the phase in period and when changes occur.
6.3	Contingency Plan	10 days after the start of the phase in period and when changes occur.
6.4	Environmental Management	10 days after the start of phase in period and when changes occur.
6.5	Recycling Plan	10 days after the start of phase in period and when changes occur.
6.6	Property Control Plan	10 days after the start of phase in period and when changes occur.
7.3	Employee Photographs	Ten calendar days after the end of the phase in period; on an annual basis; and when changes occur.
G.4 and G.5	Invoices	Monthly
H.19	Lock and Key Control Plan	Five (5) days after start of the phase in period.
H.22	Damage Report	As required within 24 hours of accident
H.29.3	Employee ID Badges and Vehicle Passes	As required.
H.34	Phase In Briefing	Within 5 days after contract award

PART 6 – REQUIRED PLANS AND DOCUMENTS

All plans shall be marked and handled as FOUO information. All plans shall be developed and submitted in accordance with 5.14 Contractor Deliverable/Submittals.

6.1 Contractor Quality Control Plan (QCP)

The Contractor shall provide a Quality Control Plan to the CO/COR for approval 10 days after the start of the phase in period and when changes occur. The Quality Control Plan/Service Plan is a detailed description of the Contractor's intended plan for accomplishing work specified in the contract, considering all the regulations and directives involved and should not be a mere reiteration of the performance-based statement of work. This plan is used to ensure that the Contractor has developed sufficient cost-effective methods, procedures, and controls to deliver adequate services. This plan should describe the methods, procedures, and controls that the Contractor intends to use in providing the required services. In the instance where there is a conflict between the QCP and the contract, the contract shall take precedence.

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

Inspection Records: In accordance with the "FAR 52.246-4 Inspection of Services-Fixed Price" Clause, the Contractor shall establish and maintain a complete Quality Control Program (QCP) that is acceptable to CO to assure the requirements of the contract are provided as specified. The Contractor shall maintain complete inspection records for the life of the contract; all Contractor documentation of Quality Control Inspections will become government property and shall be turned over to the CO within ten (10) calendar days of contract completion or termination. These records shall be available to the CO/COR upon request.

The plan shall also include a designated Key Control Custodian(s). The Key Control Custodian(s) shall be responsible for the issuance and collection of keys to all personnel employed by the Contractor.

6.2 Safety Plan

The Contractor shall provide a Safety Plan to the CO/COR for approval 10 days after the start of the phase in period and when changes occur. The Contractor shall implement a suitable safety program for employees (to include subcontractors) performing work under this contract. The Safety Plan is a detailed plan describing how the Contractor's safety program complies in strict conformance with all Federal, State, and local requirements and with all applicable provisions of 29 CFR, of the Occupational Safety and Health Act; the Fire Administration Authorization Act of 1992; The National Fire Protection Act (NFPA) 101 Life Safety Code; the U.S Army Corps of Engineers Safety Manual; and

with all applicable provisions of the Americans with Disabilities Act, ADA Compliance Act. The plan shall include, but is not limited to: organization, methodology, employee injuries, motor vehicle safety, hazardous material and blood borne pathogen safety.

The Contractor shall designate a safety representative to be on site at FLETC or available on call during normal hours of operation and by phone seven days a week. The safety representative shall have the authority to speak for and act for the Contractor in all safety related matters. The Contractor shall provide the CO, in writing, the name of the designated safety representative, pertinent telephone numbers, and normal area of assigned responsibility. The safety representative shall be identified in the Safety Plan and is subject to the CO/COR's approval.

6.3 Risk & Contingency Plan

The Contractor shall provide a Risk and Contingency Plan to the CO/COR for approval 10 days after the start of the phase in period and when changes occur. The Government must plan in advance how it will meet mission requirements in the event of mobilization, natural disaster, or labor disputes. The Government must be able to react to such events without undue delay. Sudden or unusual events and/or the shutdown of FLETC for any reason could result in a great impact upon Contractor performance and contract requirements.

In the event of warnings of impending disaster situations such as hurricanes, terrorism, acts of war, severe fire, etc., the Contractor shall provide additional services to protect Government property and personnel. This plan shall outline the Contractor's procedures for meeting contact requirements under the following circumstances:

1. Natural disasters such as hurricanes, major incapacitating storms, floods, and earthquakes.
2. Labor disputes and strikes.
3. Mobilization or sudden buildup of students and Government personnel.

The Contractor's Contingency Plan shall include procedures for maintaining contractor personnel on site to continue essential services up until any necessary evacuation takes place and for returning necessary personnel to the work site on a prompt basis for any services required to return FLETC to operational status. The minimum elements of the Contingency Plan consist of the following:

1. Minimum staffing requirements
2. Designated staff positions for remaining onsite until evacuation
3. Replacement or supplemental staff to meet emergency requirements

4. Safeguarding Contractor personnel who remain until evacuation time
5. Maintaining supply lines or obtaining emergency supplies
6. Continuing essential services in the event of equipment damage or disruption of utilities and/or water supply
7. Maintaining a list of evacuation destinations
8. Contact information for recall of all essential personnel for post-disaster services
9. Procedures for rescheduling postponed services

The Contractor shall initiate these emergency services based on a verbal notice to proceed (to be followed in writing within 72 hours) from the CO. The Government will equitably compensate the Contractor for such services rendered under this contract.

6.4 Environmental and Safety Management Plan (EMP)

The Contractor shall have an approved EMP 10 days after the start of the phase in period and when changes occur. The Environmental Management Plan is a detailed description of how the Contractor intends to comply with all requirements governing the handling of hazardous waste. The disposal of all hazardous/potentially hazardous materials (i.e. paints, cleaning products, solvents, thinners, rags, brushes, rollers, propellants, etc.) shall be accomplished in accordance with FLETC Hazardous Waste Management Plan. The Contractor shall also comply with all EPA Hazardous Waste Regulations, Georgia Environmental Protection Division (GA EPD) regulations and FLETC ESD Regulations for all non-hazardous and hazardous waste management, disposition, and disposal. The Contractor shall maintain an up-to-date copy of EPA Hazardous Waste Regulations and Georgia Environmental Protection Division (GA EPD) regulations. Please review ATTACHMENT 2 for further clarification.

The Contractor provides top management attention and emphasis to these important areas of the contract. Their program is designed to interface with local, state, and Federal environmental protection laws and the Government's program. Any revision to the Environmental Protection Plan is submitted to the Contracting Officer for approval prior to implementation of changes. The Contractor understands that citations issued for noncompliance with environmental standards against Government facilities which are operated by their personnel are a matter for resolution between the Contracting Officer and the issuing office of the local, state, or federal regulatory agency. Their Environmental Protection Plan is designed to preclude violations of environmental standards within our areas of responsibility, and they will cooperate with the Contracting Officer in resolving any deficiencies. However, if a citation is issued due to faulty operation or maintenance practices through no fault of the Government, they understand their obligation to reimburse the Government for the portion of any fines and associated costs for which we are responsible. Environmental Protection Policies.

The Contractor recognizes that an effective Environmental Protection Plan requires direction and control from every echelon of management. All supervisors are tasked to provide guidance and set an example in the development and implementation of an effective, dynamic and progressive program.

The purpose of the Environmental Protection Plan is to:

- Interface with and support the FLETC Environmental Protection Program.
- Establish their responsibilities for preservation of environmental quality.
- Establish procedures and conduct their operations in a manner to support the FLETC's goal of planning, initiating, and carrying out all actions and programs to minimize the adverse effects on the quality of the human environment without impairment to the FLETC's mission.

Support the FLETC's objectives by:

- Eliminating the discharge of potentially harmful pollutants produced by activities under their control.
- Conserving and wisely using natural and material resources in their operations.

The Contractor demonstrates initiative and leadership in the formulation and execution of a program that contributes to the national goal of preserving and enhancing the environment. Achieving program objectives in the areas of environmental protection, pollution, and handling of hazardous materials and wastes is a primary concern of their team. To this end, they have developed and have implemented an active and consistent Environmental Protection Plan.

Environmental Protection Plan Goals and Objectives

The goals and objectives of the Contractors Environmental Protection Plan was to plan, initiate and carry out all assigned actions in accordance with OSHA, EPA, GA EPD and FLETC environmental regulations to minimize any adverse effects on the quality of the environment without impairing the FLETC's mission. To achieve this goal, they keep current on matters pertaining to the environment and requirements necessary to comply with the stated laws and regulations relating to the preservation, protection and enhancement of the environment.

Control of Environmental Issues

The Project Manager is responsible for implementation of the Environmental Protection Plan. He continually monitors all phases of the program for effectiveness. These progressive procedures, meet the guidelines of the Government regulations and the procedures are followed at all times. All environmental protection issues are coordinated through the Contracting Officer by the Project Manager.

A program to promote Environmental Protection awareness among all employees has been implemented through the use of group meetings, group training, and implementation of various motivating techniques.

FLETC maintains several Reduced Hazard and Lead-Free ranges. The contractor will ensure that range sweepings and debris are not transported between ranges as this could lead to “cross-contamination”. Floor sweepings and debris collection drums must remain on the range in which they were generated until FLETC Environmental personnel can remove for disposal.

Water Resource Management.

The Contractors goal for Water Resource Management is to conserve water resources and protect them from contamination by controlling all sources of pollutants in accordance with the applicable Federal, state, or regional standards, and vigorously contribute to the compliance of the GA EPD and national goals of eliminating the discharge of pollutants. The Contractor works diligently to eliminate water pollutants which may be generated in their areas of responsibility. Some of the major water pollutants include the following:

- Discharges from vehicle/POL storage facilities and transfer points, waste oil, diesel fuel, gasoline, solvents, and antifreeze account for a major proportion of water pollution with discharges into uncontrolled points such as storm drains, sink holes, or the ground. They prevent those waste materials from being discharged on the ground or in surface water supplies. They are collected and disposed of properly. If a significant spill of hazardous material/waste does occur, their personnel are instructed to follow procedures for containing and cleaning up the spills.
- All materials/items being discarded will be considered for recycling/reclaiming value. Hazardous materials and wastes will be properly disposed of through the FLETC Environmental Programs Branch.
- Contractor will ensure that only water (non-contaminated) will be disposed into storm drains or ditches.

Environmental Noise Abatement Program

The Contractor makes all attempts to control noise produced by our activities to protect the health and welfare of our employees, Government personnel and the public within, adjacent to, and surrounding the FLETC Glynco installation.

Personnel working near noise-producing equipment comply with OSHA regulations and applicable manuals. Hearing impairment can occur through short-term exposure to excessive noise levels but normally occurs over a longer period of time during lower decibel exposure. Impairment and loss of hearing normally are at certain tone frequencies or at an overall percentage reduction from normal. The Contractor provides the proper ear plugs or ear muffs and has implemented procedures to prevent impairment from constant occupational exposure which could result in permanent damage to the ear.

Vehicles are checked daily to determine if muffler equipment is working effectively. Faulty mufflers are replaced ASAP.

Air Pollution Abatement Program

Outdoor Air Quality Management

The Contractors goal to reduce the emission of pollutants into the air from both stationary and mobile sources to the lowest practical limits, and at the earliest practical date, are identified by the following objectives:

- Identify air pollution emission sources; determine the kinds and amounts of pollutant emissions; and reduce pollutant levels to those specified by Federal, State, interstate, or local substantive standards.
- Government-furnished and contractor-furnished equipment will be operated and maintained so that it meets air emission standards unless specifically exempted.

The following actions are taken for preventive measures of environmental protection:

- Vehicles are tuned periodically and checked for noticeable excessive emissions. Malfunctioning equipment will be repaired.
- Operators receive training in the prevention, control, and abatement of pollution from mobile equipment.
- Cleaning solvent containers are covered at all times when not in use.
- Carpooling, consolidation of trips, use of buses, etc., is encouraged to reduce emissions, as well as, save energy resources.

Indoor Air Quality Management

Utilizing best management practices and industry-standard processes, the Contractor works aggressively to maintain clean indoor environment and provide workspace that is free of air-borne pollutants. These practices include, but are not necessarily limited to, schedule cleaning routines; clean-as-you-go practices; proper temperature and humidity control measures; repair of water leaks; and elimination of sources of standing or stagnant waters.

Hazardous Waste Management

Team operations performed at customer facilities that are involved in the generation, storage, handling, or disposal of hazardous waste comply with the Federal, State, local, FLETC and their internal regulations. In the event that a disparity exists among these regulations, the more stringent of the conflicting rules is followed. Employees are trained in the various aspects of hazardous waste handling and disposal procedures. The disposal of all hazardous materials such as paints, cleaning products, solvents, rags, etc.... are carried out IAW the FLETC Hazardous Waste Management Plan, as will the

containerization, labeling and storage of waste.

The Contractor has submitted the final Hazardous Waste Management Plan for CO approval. The CO has sent the plan to ESB and it has been recognized as conforming to the FLETC Hazardous Waste Plan. The Contractor understands that under no circumstances will they remove or ship hazardous waste from the FLETC. The Contractor will coordinate the disposal, transfer and transport of any hazardous waste generated by their operations through the FLETC Environmental Programs Branch utilizing the Waste Transfer Document. The Contractor's Environmental Representative, the PM is responsible for the proper segregation, packaging and handling of hazardous waste IAW the FLETC Hazardous Waste Plan.

Hazardous waste will be stored at a designated Satellite Accumulation Area as designated by the FLETC Environmental Branch. When the accumulated waste stream exceeds fifty-five (55) gallons, they will contact the FLETC Environmental Branch to coordinate transportation of waste to the 90-day accumulation site. The Contractor will coordinate with and adhere to the guidance and assistance provided by the FLETC Environmental Branch regarding the identification and disposal of waste streams. While they acknowledge that waste disposal accomplished through the 90-day site is the responsibility of the FLETC, the Contractor will be responsible for the proper segregation, identification and classification of Contractor-associated waste streams.

The Contractor has contacted the FLETC Environmental Branch to schedule Hazardous Waste Training. The Contractor will provide hazardous waste documentation annually or upon request to the Environmental Branch.

Contractor-Provided Supplies, Materials & Equipment

All contractor-provided supplies, materials and equipment provided for the performance of this contract will adhere to Federal specifications and standards relating to the type and quality of the particular item. In the case of electronic products, the Contractor strives for the exclusive use of Energy Star compliant equipment to the maximum extent practicable. An inventory of all electronic equipment and appliances used in the performance of this contract will be maintained and provided to the COR.

All employees, subcontractors and visitors will be informed of all potentially hazardous substances to which they may be exposed. Copies of Material Safety Data Sheets (MSDS) will be posted in work areas where toxic or hazardous materials are used. The MSDSs will be made available to the Contracting Officer upon request and copies of all MSDS will be provided to the COR within 14 days of receipt of materials or products.

A list of all hazardous materials and chemicals (to include product specific Safety Data Sheets SDS) will be provided to Environmental & Safety Branch (by way of the COR) for review and approval. Any deviation from the approved list must be coordinated with the COR and ESB.

We will provide the COR with the approximate quantities and locations of all hazardous

materials stored and utilized by us, and will update this information a minimum of once each quarter. When quantities for any single hazardous material item fluctuates by greater than ten (10) percent, we will update that information and provide to the COR at earliest time that the fluctuation in volume is known. We will maintain accounting of all hazardous materials used, to include volume information, and will provide this information to the COR upon request. Employees will also be given an appropriate level of training that will allow them to work with any of these substances without creating any health and safety hazards, as applicable to their job requirements. We will provide to employees and their designated representative, access to exposure, medical, and other safety and health data related to the employee's work place in accordance with 29 CFR 1910.

Labels placed on hazardous chemicals by the manufacturer will not be removed or defaced in any way. The integrity of all labels will be preserved so that the identity of the substance and the appropriate hazard warning(s) are legible. If additional or replacement labels are necessary, Supervisors will ensure that appropriate labels are provided to our personnel and affixed to containers and vessels, and that, if necessary, warning signs are posted.

The Team's labeling system consists of:

- Inspection of all incoming products for an adequate complete label for unlabeled containers, vessels, or systems.
- The use of preprinted labels, or blank labels which will provide the following information.
- The name of the product (either a product name or the chemical name, whichever is most familiar to the work force).
- The hazard class of the product; e.g., acid, base, poison, flammable, etc.
- The use of picto-grams to supplement the labels to either convey additional information; e.g., such as the need for respirators, gloves, etc., or to inform those employees with poor language or reading skills.

Nationally recognized label systems (such as NFPA) will not be altered or adapted in any manner, (such as using codes or symbols not specifically recognized by those systems). The labeling of hazardous waste will conform to the requirements set forth in federal regulations, e.g., 40 and 49 CFR.

All Team requisitions for the procurement of chemical substances is reviewed prior to purchase in accordance with the TSCA (Toxic Substance Control Act) and any other relevant EPA regulations (CFR 40). Chemical substances delivered to onsite facilities are accompanied by an MSDS. A copy of each MSDS is also furnished to the FLETC Environmental Programs Branch. Team operations that store, issue, or use hazardous materials in our facilities will comply with local and/or Federal requirements and local procedures.

To the greatest extent possible, products and materials used in the performance of this contract are made from recovered (i.e. recycled or post-consumer waste) materials in as high a percentage quantity is practicable, as long as such use does not require deviation from Federal specifications or standards and does not jeopardize the intended end use or detract from the final product's quality as delivered to the end-user. All non-chemical products used under this contract will conform to the EPA Comprehensive Procurement Guide (CPG) for those products which are CPG-designated items. Products used will conform to the following standards:

- Bathroom Tissue – at least 100% recovered material and 50% post-consumer content
- Toilet Seat Covers – at least 100% recovered material and 50% post-consumer content
- Paper Towels – at least 100% recovered material and 40% post-consumer content
- General Purpose Industrial Wipes – at least 100% recovered material and 40% post-consumer content
- Plastic Trash Bags – at least 25% post-consumer content

We will provide a quarterly list/report to the COR of all environmentally-preferred products, i.e. tissue products; toner cartridges; concrete; landscaping timbers; and cleaning products, containing the following details, at a minimum:

- Total dollar amount expended on items
- Dollar value of recovered material used in these items

For items purchased with no recovered material content – justification for use of such items For Hazardous Material purchases, we will adhere to the HAZMIN Standard Operating Procedures and will submit all hazmat purchases to the COR for approval prior to making those purchases.

6.5 Recycling Plan

The Contractor shall provide a Recycling Plan to the CO/COR for approval 10 days after the start of phase in period when changes occur. The Contractor shall implement a Recycling program while performing work under this contract. This Recycling Plan shall outline what the Contractor intends to do in support of the Government's recycling requirements. See Section J, for information pertaining to Executive Orders 13423 and 13514.

6.6 Property Control Plan

The Contractor shall provide a Property Control Plan to the CO/COR for approval 10 days after the start of phase in period and when changes occur. This plan shall address overall GFP and GFE management and administration and a list of the GFP. The Contractor shall designate a Local Property Officer in writing to the CO/COR. GFP shall not be removed from FLETC unless otherwise permitted by this contract. Items of equipment not in working order and any discrepancy beyond fair wear and tear will be noted and certified by all parties upon completion of the inventory. Upon completion of

this contract, all GFP shall be promptly returned to the Government in good condition, ordinary wear and tear expected. The requirement for a property control plan shall be included in all subcontracts. The Contractor's property control system shall:

1. Address overall GFP and GFE management and administration.
2. Contain methods of verbal and written communication with the Contractor's representative and the Government.
3. Contain specific security and surveillance techniques/procedures for the accounting, utilization, protection, storage, and disposal of GFP and GFE.
4. Contain detailed security violation reporting procedures
5. Assure GFP and GFE procedures are independent from other parts of the Contractor's written directives.
6. Designate direct accountability to the Contractor's top management.
7. The Local Property Officer shall be responsible for accountability of Government property in accordance with FAR Part 45. The Local Property Officer shall be thoroughly familiar with the Property Control Plan implemented by the Contractor and shall maintain control at all times of quantities/locations of all GFP/GFE in the Contractor's possession. All GFP shall be managed in accordance with the guidelines set forth in the GFP Clauses of this contract. In addition to being responsible to accountable items, the Contractor is also responsible for reporting and replacing the unaccountable property in each room. Unaccountable property is any GFP that has been provided but does not have a FLETC identification tag. The appointed Local Property Officer shall attend the annual FLETC provided Local Property Officer Training.
8. The Contractor shall maintain current records of all GFP used in contract operations properly indicating additions, replacements, and removals. GFP shall be managed in accordance with the guidelines set forth in the GFP clause of this contract. The Contractor shall maintain internal property control records in such condition that at all times the location, use, and security may be readily ascertained.
9. Upon completion of this contract the contractor shall submit, in a form acceptable to the CO/COR, inventory schedules covering all items of Government property not consumed in the performance of this contract.

6.7 Occupant Emergency Plan

While on-site at a Federal facility, contractor personnel are considered occupants and, as such, are subject to all applicable safety and emergency requirements including those

found in the Occupant Emergency Plan (OEP). The use of contractors for the execution of the Program will vary.

The FLETC Directive FM 008-01 provides guidance and procedures for coordinated preparation for designing the OEPs on FLETC premises. FLETC has emergency plans in place to provide for the safety and protection of all FLETC occupants and visitors across a wide range of potential emergencies. In a multi-tenant building, the highest ranking official of the primary tenant is the Occupant Emergency Coordinator (OEC). The OEP should be written with input from a representative of each building tenant and then signed by each tenant representative.

The Contractor is responsible for providing the requested data and contact information for their section of the building and shall provide updates annually and/or when changes occur. The Contractor must be familiar with the contents of the OEP, inform all Contractor personnel and adhere to the designated responsibilities. The Federal Management Regulations requires at least one drill per year. The FLETC will conduct the drill(s) and the Contractor shall be knowledgeable on how to perform this drill including informing Contractor personnel.

PART 7 – APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

Overview:

Upon request, the Government will furnish all required forms and publications which are not available electronically or provided as an attachment to the solicitation. The Contractor shall comply with all referenced requirements in publications listed below as they apply to the services covered by this contract. Contractor personnel shall be briefed as to the requirements outlined in the FLETC Directives; these documents shall be acquired and maintained in the Technical Library accessible to all Contractor personnel.

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures, utilizing the most current version. Due to the For Official Use Only (FOUO) status of the publications, the directive is provided as an attachment to this instrument. The full publications will be made available to the awardee at the pre-performance conference.

The Contractor, his employees, and the subcontractors and their employees shall become acquainted with, and fully comply at all times with, the FLETC Regulations, Directives, and Instructions. The Contractor shall be guided by those publications or use those forms as designated informational to the extent necessary to accomplish requirements in this PWS. All publications and forms can be obtained through the CO/COR. All documents identified as “For Official Use Only” require submission of a DHS Form 11000-06 Nondisclosure Agreement.

Any individual shall be subject to removal from the Center for non-compliance.

7.1 Technical Library

The Contractor, their employees, and the subcontractors and their employees shall become acquainted with, and fully comply at all times with, FLETC Regulations, Directives, and Instructions. The Contractor shall be guided by those publications or use those forms as designated informational to the extent necessary to accomplish requirements in this PBSOW. All publications and forms can be obtained through the CO/COR. Any individual shall be subject to removal from the Center for non-compliance.

The Contractor shall maintain a technical reference library within the Firearms Division (FAD) of all technical data related to the services specified in the contract. The library will include such documents as: FLETC directives; applicable Government regulations; Operation & Maintenance (O&M) manuals as required; and a copy of the contract with all modifications.

The Contractor shall maintain the technical reference library within the FAD throughout the term of the contract. The technical reference library is considered Government property and its contents shall be made readily available to Government

officials upon request.

FLETC Bulletins:

FLETC Policy Bulletins Publication #	Title
2014-11	Notification and Assistance for Serious Incidents and Misconduct

FLETC Directives:

FLETC Directive and Manual Publication #	Title	Effective Date
119-04	Real Property Management	06/15/2018
121-02	Internal Security Program	3/31/2015
121-10	Operations Security Program	05/18/2018
140-01	Cyber Security Program	09/03/2021
140-03	Cyber Security Awareness, Training and Education	05/20/2021
140-05	Limited Personal Use of Government Information Technology Resources	05/20/2021
140-06	Communications Security Program	10/28/2016
140-07	IT System User Identification and Authentication Management	04/05/2018
254-06	Critical Incident Stress Management	11/2/2021
050-01	Sale, Service and Consumption of Alcoholic Beverages	12/7/2005
140-04	Information Technology System Rules of Behavior	6/15/2018
123-02	Mission Support Staff Uniform Regulations and Dress code	8/1/2019
123-03	Law Enforcement Instructional Staff Uniform Regulations	6/27/2019
121-15	Violence in the Workplace	8/19/2015
500-17	Fraternization Between Center Staff and Students or Interns	2/12/2020
67-35C	Student Misconduct	5/7/2019
066-03	Drug-Free Workplace Plan	6/28/2017
144-01	Lost, Found and Abandoned Personal Property	3/14/2016
144-02	Personal Property Asset Management Program	3/4/2019

70-07	Non-Federal Use of FLETC Buildings and Facilities	7/26/2019
146-01	Dining Hall	4/10/2017
121-11	Administrative Security Program (Manuals A and B)	3/31/2016
70-09	Occupational Safety and Health Program	6/28/2019
70-09C	Severe Weather Notification and Response	5/5/2018
008-03	Hurricane Response Plan	8/19/2019
121-17	Traffic Regulations on FLETC Facilities	6/12/2019
502-01	Firearms and Ammunition	10/15/2019
121-18	Training Accident Investigations	7/16/2018
121-14	Identification Badges, Credentials, and Shields	4/26/2021
71-01	Physical Access Control	4/17/2018
71-11	Building Area Security and Access	12/28/2012
71-13	Continuity Program	7/11/2019
023-01	National Environmental Policy Act Compliance	8/9/2017
75-08	Recycling	2/11/2015

Note: In the event of a conflict between this contract and any other FLETC direction, the contract prevails. The Government shall provide additional references and changes to cited references to the Contractor as required. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract.

7.2 Technical Exhibits

TECHNICAL EXHIBIT 1

DELIVERABLES

The deliverables listed below shall be required in accordance with the schedule and in the quantities as set forth in this statement of work. All deliverables must clearly identify the contract number on each document submitted. The deliverables must demonstrate a complete understanding of the work to be accomplished. The required deliverables as set forth herein shall be delivered according to the schedule below:

DELIVERABLE	FREQUENCY	COPIES	MEDIUM/FORMAT	SUBMIT TO
PWS 1.4 Submit Contractor Required Plans	Award Date + Annually 15 calendar days prior to exercise of an option	2 Electronic	MS Office Compatible	COR CO
PWS 1.7 Submit a resume for key personnel	No later than 30 days after award and as needed for new personnel	1 Electronic	MSOffice compatible	COR CO
PWS 3.4 Submit updated list of GFP assigned to contractor work areas	Annually or as changes to property occur	1 Electronic	MSOffice compatible	COR CO
PWS 3.5 Submit inventory schedules of all GFE not consumed in performance of the contract	Upon completion of the contract	1 Electronic	MSOffice compatible	COR CO
PWS 3.7 Submit training certificates or proof of training attendance for all appropriate contract employees	Annually or as required for new employees	1 Electronic	MSOffice compatible	COR
PWS 5.14 Submit record of weapons cleaned and maintenance performed	Monthly	1 Electronic	MSOffice compatible	COR
PWS 5.13 Submit a quarterly schedule of range cleaning	Quarterly	1 Electronic	MSOffice compatible	COR
PWS 5.12.3 Submit employee roster with delineated responsibilities	Upon award and as required for new employees or changes to work status	1 Electronic	MSOffice compatible	CO COR
PWS 5.12.2e Submit a Daily Weapons Inventory	Daily Summary and Quarterly inventory sheets	1 Electronic	MSOffice compatible	COR
PWS 5.12.1 Submit a Quarantine Report				

SECTION D – PACKAGING AND MARKING

D.1 Marking

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number and name of the Contractor for which the information is being submitted.

D.2 Payment Of Postage and Fees

The Contractor is allowed to use FLETC-wide distribution method of mail to buildings on FLETC (guard mail). The Contractor may use the U.S. Postal Services located in Building 741, at their own expense, for mail and packages that is not addressed to FLETC.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated By Reference

52.246-16 Responsibility for Supplies (APR 1984)

E.2 Acceptance

The performance by the Contractor and the quality of all work delivered, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

E.3 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

E.4 Inspection By Regulatory Agencies

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

E.5 Government Quality Assurance (QA)

a. In accordance with FAR 52.246-4 "INSPECTION OF SERVICES-FIXED-PRICE" and FAR 52.246-6 "INSPECTION TIME AND MATERIAL AND LABOR HOUR" each phase of the services rendered under this contract is subject to Government inspection during the Contractor's operations and after completion of the tasks. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which he/she is responsible. The Contractor shall correct such deficiencies promptly and, by written report to the Contracting Officer, shall address corrective/preventative actions taken. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

b. The Contracting Officer's Representative (COR) may check the Contractor's performance and document any noncompliance, but only the Contracting Office may take formal action against the Contractor for unsatisfactory performance. The COR will be designated at contract award. A resume of COR duties and authority will be furnished to the Contractor at the Pre-performance Conference. The Contractor shall sign an acknowledgement of the COR appointment letter.

c. The Government will reduce the Contractor's invoice, or otherwise withhold payment, for any individual item of nonconforming service observed as specified in clause E.6, (Contractor's Failure to Perform Required Services) below. The Government will develop a statistically confident sample of required service items, to which the Government may apply statistical extrapolation techniques to the Contractor's performance to determine total payment due. (*See Section E-Annex E-1, for explanation and examples.*)

E.6 Contractor's Failure To Perform Required Services

The right of the Government and remedies described in this Section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Default or Termination clauses. Any reductions pursuant to the Performance Requirements Summary (PRS), (*Section E-Annex E-2*) shall reflect the reduced value of services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

E.7 Post Award Orientation Conference/Periodic Progress Meetings:

The Contractor shall attend a post award orientation conference convened by the contracting activity or contract administration office. Notification of scheduled meeting will be provided to the awardee within seven (7) days after contract award.

Periodic Progress Meetings: The CO will require the PM to meet with the CO, COR, and other Government personnel as deemed necessary should performance concerns arise. At these meetings the CO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Contractor shall provide written minutes of any such meetings. Should a dispute of any portion of the minutes be identified, such non-concurrence shall be provided by the Contractor to the meeting participants within 5 business days following receipt of the minutes.

E.8 ANNEXE

E-1.1 Performance Requirements Summary; Lot Size Chart; and AQL Chart

END OF SECTION E

**TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY**

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Work Statement	STANDARD	Acceptable Quality Level (AQL)	LOT SIZE	METHOD OF SURVEILLANCE	TOTAL CONTRACT PRICE
PWS 5.5	Each day the Contractor shall have the correct weapons, ammunition, equipment and supplies staged and ready at the specified time with no resulting delay to the scheduled event.	1.0	1000	Random Sampling	25%
PWS 5.6	The Contractor will ensure that training equipment is clean, sanitized and in good working condition prior to use by students and instructors.	1.0	7	Random Sampling	10%
PWS 5.5.3	The Contractor will restock the firing ranges and special purpose ranges ensuring that loose trash and debris are picked up and disposed of in appropriately labeled waste containers. The Contractor will ensure that Hazmat containers are properly sealed.	1.0	22	Random Sampling	10%
PWS 5.10	The Contractor will ensure the appropriate Heat Flag is displayed when the Heat Stress Alert System is in effect.	1.0	80	Random Sampling	2.5%
PWS 5.12	All Contractor personnel are responsible for ensuring the internal and external security of assigned buildings and areas.	4.0	14	Random Sampling	15%
PWS 5.12	The Contractor shall maintain an accurate inventory of all weapons and ammunition assigned to the Contractor for issue and storage. Accurate records will be maintained in the Project Manager's office located in building 166.	1.5	40	Random Sampling	20%
PWS 5.13.1.2	The Contractor shall shake down/empty the firing range conveyors/ shakers into the bullet fragment/scrap hoppers on a daily basis. All hoppers shall be emptied anytime they reach 75% capacity.	4.0	80	Random Sampling	
PWS 5.13.1.3	The Contractor shall remove lead and frangible bullet fragments and other materials from the impact, collection and bullet trap areas on applicable firing ranges.	4.0	28	Random Sampling	
PWS 5.13.2.1	The Contractor shall clean expended bullet fragments and debris from the trunk line in the bullet trap area, and in the collection areas and walkways behind these ranges.	4.0	80	Random Sampling	

ANNEX E-1.1

Lot Size Chart

LOT SIZE	NORMAL SAMPLE SIZE	REDUCED SAMPLE SIZE
2-8	2	2
9-15	3	2
16-25	5	2
26-50	8	3
51-90	13	5
91-150	20	8
151-280	32	13
281-500	50	20
501-1,200	80	32
1,201-3,200	125	50
3,201-10,000	200	80
10,001-35,000	315	125
35,001-150,000	500	200
150,001-500,000	800	315
500,001 and OVER	1,250	500

ANNEX E-1.2 ATTACHMENT

ACCEPTABLE QUALITY LEVELS (NORMAL INSPECTIONS)																						
SAMPLE	0.01 0	0.01 5	0.02 5	0.04	0.065	0.10	0.15	0.25	0.40	0.65	1.0	1.5	2.5	4	6.5	10	15	25	40	65	100	
SIZE	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	
2	1	1	1	1	1	1	1	1	1	1	1	L	1	1	0 1	1	1	1	2 3	3	4	5
3	1	1	1	1	1	1	1	1	1	1	1	L	1	1	0	1	2	2	3 4	4	5	6
5	1	1	1	1	1	1	1	1	1	1	1	L	1	1	0	1	2	3	4 5	5	6	7
8	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	2	3	4	5 6	7	8	9
13	1	1	1	1	1	1	1	1	1	1	0	1	L	1	2	3	4	5	6 7	8	9	10
20	1	1	1	1	1	1	1	1	1	0	1	L	2	3	4	5	6	7	8 9	10	11	12
32	1	1	1	1	1	1	1	1	0	1	1	1	2	3	4	5	6	7	8 9	10	11	12
50	1	1	1	1	1	1	1	0	1	1	1	2	3	4	5	6	7	8	9 10	11	12	13
80	1	1	1	1	1	1	1	1	1	1	2	3	4	5	6	7	8	9	10 11	12	13	14
125	1	1	1	1	1	0	1	1	1	2	3	4	5	6	7	8	9	10	11 12	13	14	15
200	1	1	L	1	0	1	1	1	2	3	4	5	6	7	8	9	10	11	12 13	14	15	16

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Clauses Incorporated By Reference

52.242-15 Stop-Work Order (Aug 1989)

F.2 Place Of Performance

a. Services shall be performed at the Federal Law Enforcement Training Center (FLETC) at Glynco, GA. Section C provides additional information regarding the location and the description of the Center.

F.3 Period Of Performance

Phase In: 30 Days Before Award (not separately price)

Base Period: April 1, 2023 – September 30, 2023

Option 1: October 1, 2023 – September 30, 2024

Option 2: October 1, 2024 – September 30, 2025

Option 3: October 1, 2025 – September 30, 2026

Option 4: October 1, 2026 – September 30, 2027

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Accounting And Appropriation Data

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

G.2 Procuring Contracting Officer(S)/Contract Administration Office

Federal Law Enforcement Training Center
1131 Chapel Crossing Road
Procurement Division, Bldg. 99
Glynco, GA 31524

G.3 Roles Of Government Personnel In Contract Administration

G.3.1 Contracting Officer

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

G.3.2 Contracting Officer's Representative (COR)

a. The Contracting Officer will designate the Contracting Officer's Representative (COR) at time of award. The Contractor may direct all questions of a technical nature to the COR. On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer.

b. The COR's responsibility is to clarify technical requirements of the contract, as needed, to ensure understanding by the Contractor, and to provide the Contractor access to working data to assure useful expenditures of the Contractor's effort. The COR monitors the Contractor's performance through use of established surveillance procedures to ensure compliance with all technical requirements and informs the Contracting Officer/Administrator of all discrepancies and deviations noted.

c. The COR will provide no supervisory or instructional assistance to the Contractor's personnel.

d. The COR does NOT have the authority to enter into, modify and/or terminate the contract. The COR is not empowered to make any commitments or changes which affect the contract price, terms, or delivery requirements. Any such proposed changes

shall be brought to the immediate attention of the Contracting Officer for action, if necessary, and formal approval by contract modification. In the event that the Contractor accepts any change without the specified approval and written consent of the Contracting Officer, it will be at the Contractor's risk.

e. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment.

G.4 Invoices – See FAR 52.212-4

G.5 Payments – See FAR 52.212-4

G.6 Modification Of Proposals - Price Breakdown

The Contractor, in connection with any proposal it makes for a contract modification/change, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification shall also be furnished. The proposal, together with the price breakdown and any time extension justification, shall be furnished by the date specified by the Contracting Officer.

G.7 Service Contract Labor Standards - Wage Determination

The current Service Contract Wage Determinations, applicable to this Program are provided at *Section J-Attachments 1A*.

G.8 Special Note

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

END OF SECTION G

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 any FLETC Directive, Regulation or Instruction the contract prevails.

H.2 Operation On The Facility (Jul 2013)

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).

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 for an estimate of two (2) hours to four (4) hours annually per individual. Government furnished training may include Quality, Safety and Occupational requirements.

H.2.1 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). 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.2.2 Occupational Hazards

The Contractor shall comply with all elements of OSHA Safety and Health Standards and the FLETC Safety and Health Directives.

H.2.3 Fire Prevention

Contract personnel shall report fires immediately upon detection. 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 fire hazard potential of the materials and store the containers in fire-rated locking metal cabinets.

H.2.4 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 revocation of driving privileges on Center.

H.2.5 Weapons

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

H.2.6 Supervision of Contractor Personnel

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

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

H.6 Other Contracts

The Government may award third party contracts for additional work at or near the site of work under this contract. The Contractor 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.7 Disruption Of Contractor Work Schedule

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

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.8 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.9 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.10 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.11 Photography

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

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 agent. 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 based statement.

H.13 Contractor Vehicles

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.

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

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

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

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 required license, prior to driving that vehicle. This specifically includes personnel operating FLETC Government owned vehicles in the performance of 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

Keys to include keyless entry cards or other similar 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 in its custody. Should replacement keys be required, the Contractor shall submit a WRITTEN REQUEST to the COR. The Contractor shall report loss or unauthorized duplication of Government issued keys to the CO or his/her designated representative within 48 hours of learning of the loss or duplication by Contractor and subcontractor personnel.

The Contractor 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

Neither the Contractor nor any contract personnel shall disclose, or cause to be disseminated, any information concerning the operations which could result in or increase the likelihood of the possibility of a breach of the FLETC (or its partner organizations) security or interrupt the continuity of its operations.

No Contractor personnel or representative shall provide any information related to FLETC activities to any element of the media without the CO's prior written permission. This prohibition includes publicity releases, recruitment notices, etc. All inquiries, comments, or complaints arising from or in connection with the performance of this contract shall be directed to the CO, if dissemination of official information may be required for resolution.

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in, or in connection with, any news release or commercial advertising, without first obtaining the explicit written consent of the CO.

Should any such reference appear in any news release or commercial advertising issued by or on behalf of the Contractor without such prior consent, the Government shall consider institution of all remedies available under the provisions of this contract. Disclosure of information relating to this contract to any person not entitled to receive it, or failure to safeguard any sensitive information that may come to the Contractor or any person under his control, may subject the Contractor, his agents, or employees to criminal liability under Title 18, Section 793 and 798, of the United States Code.

Deviations from, or violations of, any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for cause and the individual(s) involved to a withdrawal of the Government's acceptance and approval of performance on FLETC sites.

H.19 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.20 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.21 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 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.22 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.23 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.24 Insurance (Jul 2013)

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.25 Holidays

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

b. The Federal holidays listed above are holidays granted to Federal employees. The Contractor shall refer to the individual wage determination (Section J, Attachment 1a and 1b) for actual holidays to be allowed for contractor employees. In the event that any of these holidays occur on a Saturday or Sunday, they shall be observed by the Contractor per the practice observed by the Government.

c. Occasionally, Federal holidays will be declared normal training days and full Contractor support will be required. Notice of this requirement will be given to the Contractor at least one week in advance.

d. The Contractor 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).

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

H.26 Hours Of Operation

The normal hours of operation are stipulated for each required service in Part 1.5 of PBSOW.

H.27 Physical And Personnel Security Requirements (October 2019 OSPR)

H.27.1 General Requirements

a. Contractor and subcontractor personnel in the performance of this contract or any representative of the Contractor entering the FLETC shall abide by all FLETC security

regulations which 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 the 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 DHS Form 11000-25 Contractor Fitness/Screening Request Form, U.S Citizen and Immigration Services (USCIS) Employment Eligibility Verification I-9, Office of Personnel Management (OPM) Declaration for Federal Employment form OF-306 (Section J, Exhibit 10) , DHS Non-Disclosure 11000-6 (Section J, Exhibit 13), 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 an Tier 2 or Tier 1 investigation is required, Contractor and subcontractor personnel will be required to complete a Standard Form 85 (SF 85), Questionnaire for Non-Sensitive Positions, or SF 85P (Section J, Exhibit 16), Questionnaire for Public Trust Positions. An SF 85 is required to be filled out for a Tier 1. A Tier 1 is performed on Contractor and subcontractor personnel who are considered low risk. An SF 85P is required to be filled out for a Tier 2. A Tier 2 is normally conducted for Contractor and subcontractor personnel who are in a moderate risk position or have access to Sensitive But Unclassified (SBU) information in all its forms and markings. Individuals in this category include, but are not limited to, those working as Firearms Support Services, FLETC Security Police, firearms personnel, explosives handlers, and Information Technology (IT) specialists. In addition, the Contractor should ensure that they have completed an e-Verify search for all Foreign National (FN) Contractor and subcontractor personnel.

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

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

- 1) Any felony conviction within the last six years;
- 2) Any misdemeanor conviction of a serious nature within the last three years;
- 3) Multiple misdemeanor convictions within the last six years;
- 4) Any conviction for drug usage trafficking or involvement in the last year;
- 5) Violence against Law Enforcement Officers (LEO);
- 6) Current open criminal charges;
- 7) Failure to register for Selective Service, if applicable;

- 8) Aggravated Violent Crimes (e.g., child brutality, child molestation, rape, wrongful death of another, etc.);
- 9) An active arrest warrant for any of the aforementioned crimes, and/or;
- 10) Past incidents that would reflect badly on the FLETC in the eyes of the public or that would otherwise pose a threat to the safety and security of FLETC personnel or property.

c. The Contractor shall report to the 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 the FLETC, it does not obviate the requirement to submit this report.

d. Costs, delays and other hardships that result from Contractor or subcontractor personnel being denied access to the FLETC shall be borne entirely by the Contractor. Denial of access for Contractor or subcontractor personnel to the 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:

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

H.27.2 Access to FLETC Facilities by Contractor Personnel

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

1) Contractor. The Contractor 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 suitability using the same standards the Government applies. These screening items include:

- a) Public record criminal checks
- b) Past Employment History
- c) Education
- d) Bankruptcies, Liens, Judgments
- e) Verify Social Security Number (SSN), Date of Birth (DOB), and Residence
- f) E-Verify name check (foreign born)
- g) Google Query
- h) Social Network Query

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

a) Furnish to prospective Contractor and subcontractor personnel under this contract the necessary forms to be completed to request access to the FLETC (Form I-9 Section J, Exhibit 12, DHS Non-Disclosure, OF 306, and DHS Form 11000-25).

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

c) Ensure that personnel have been checked through E-Verify.

i) E-Verify informational brochure on how to create an account:

<http://www.uscis.gov/USCIS/Verification/E-Verify/Publications/Guides/guide-enrollment.pdf>

ii) E-Verify login at: <https://e-verify.uscis.gov/emp/vislogin.aspx>

iii) Ensure that proposed Contractor and subcontractor personnel meet the standards as outlined in the preceding paragraphs.

iv) Ensure that personnel who are moderate risk and require a Tier 2 do not exceed the DHS bad debt limit of \$7,500.00.

d) Cleared Contractors. Contractor and subcontractor personnel that are to perform on the FLETC in a national security position as identified by the FLETC CSO must be cleared personnel who have received their clearance from the DISCO. Both the Contractor (facility) and the Contractor's (to include subcontractor) personnel must have clearances issued by the DISCO. National security positions are identified as:

3) Contractor Personnel Access For More Than Six Months. All Contractor and subcontractor personnel who are not temporary or intermittent and who work at the FLETC on a regular basis for more than six (6) months will be required to complete an SF 85. For Contractor and subcontractor personnel determined to be in a moderate risk position, the SF 85P will be required to be completed. Questionnaires must be completed by Contractor and subcontractor personnel utilizing the Office of Personnel Management's (OPM) Electronic Questionnaires for Investigation Processing (e-QIP) System.

a) The Office of Security and Professional Responsibility (OSPR) / Personnel Security Program (PER) will initiate Contractor and subcontractor personnel into the e-QIP system using information provided on the form 11000-25.

b) Contractor and subcontractor personnel will then receive an e-mail message that provides information on accessing the OPM website and completing the electronic questionnaire.

c) In order for Contractor and subcontractor personnel to begin work, the SF 85/85P must be completed and electronically released to OSPR/PER. OSPR/PER will then release the SF 85/85P to the National Background Investigation Bureau (NBIB) for the background

investigation.

d) For positions identified by the CSO or FLETC Information System Security Manager (ISSM) as low, moderate, or high risk for suitability for employment, the Contractor shall:

i) Provide to the CO a Form I-9, OF 306, DHS Non-Disclosure, and DHS Form 11000-25 for all identified Contractor and subcontractor personnel. All forms must be completed in their entirety. For U.S. Citizens, the Contractor must submit the required forms at least 10 days in advance of Contractor and subcontractor personnel's earliest proposed access to FLETC IT systems or facilities. Requirements specific to non-U.S. Citizens are outlined later in this section.

ii) Upon notification from the FLETC Security staff, Contractor and subcontractor personnel will be required to appear in person before an authorized FLETC representative for the purpose of verifying the individual's identity in accordance with Homeland Security Presidential Directive (HSPD) 12, Policy for a Common Identification Standard for Federal Employees and Contractors. HSPD-12 mandates that verification of identification for Contractor and subcontractor personnel requires the individual to be physically present, and to present to the badging authority:

i. A picture identification card issued by either a governmental entity of one of the several States or the United States Federal government, and;

ii. One other form of identification specified on Form I-9. Upon verifying the Contractor and subcontractor personnel's identity, Contractor and subcontractor personnel shall provide fingerprints and a photograph.

iii. Following a favorably adjudicated background investigation, the FLETC may issue a Personal Identity Verification (PIV) Card to Contractor and subcontractor personnel that will enable appropriate access to the facility and IT systems. Such access will only be issued in accordance with FLETC Physical Security, Information Security and IT Security policies. Access to national security information only occurs in the event that the Contractor has received a clearance from the DISCO.

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

4) Contractor Personnel Less Than Six Months, More Than Five Days. Contractor and subcontractor personnel who will require access to the FLETC for more than five (5) days, but less than six (6) months, the Contractor 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 the FLETC Security staff, Contractor and subcontractor personnel will be required to appear in person before an authorized FLETC representative for the purpose of verifying the individual's identity. Verification of the Contractor and subcontractor personnel's identity requires the individual to be physically present, and to present to the badging authority:

i. A picture identification card issued by either a governmental entity of one of the several States or the United States Federal government, and;

ii. One other form of identification specified on Form I-9. Upon verifying the Contractor and subcontractor personnel's identity, Contractor and subcontractor personnel shall provide fingerprints and a photograph.

iii. Once the results of the fingerprints are received by the OSPR/PER are successfully adjudicated, the Contractor will be allowed to begin work.

5) Contractor Personnel for Five Days or Less. For Contractor and subcontractor personnel who will require access to the FLETC for up to five (5) days, the Contractor 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.

6) Employment and Prime Contractor Requirements for Non-U.S. Citizens. The Contractor will adhere to the following requirements when attempting to employ Non-U.S. Citizens on the FLETC.

a) Employment requests for Foreign Nationals (FN) must be submitted to the OSPR with full and completed documentation in the below identified time frame(s). Requests must be made on DHS Form 11055 Foreign National Screening Request Form, which can be obtained from the FLETC Registration Buildings/Visitors Centers at all FLETC sites.

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

b) For FNs who are Lawful Permanent Residents (LPRs) of the United States, requests must be submitted to the OSPR no less than 30 business days in advance of the first day of access. A copy of the LPR's Resident Alien card, Permanent Resident card must be attached.

c) Requests for permission to work for FNs who are not LPRs, must be submitted to OPSR no less than 30 business days in advance of the first day of access. A copy of the FN's passport must be attached.

d) The Contractor must notify the responsible CO as to whether they will employ any Non-U.S. Citizen Contractor or subcontractor personnel that fall into positions/areas with possible access to SBU information. SBU information includes but is not limited to: For Official Use Only (FOUO) information, Law Enforcement Sensitive (LES) information, and Sensitive Personally Identifiable Information (Sensitive PII). All new-hire FN/LPR Contractor and subcontractor personnel/applicants whose new position would fall into assignments with possible access to SBU, will be required to wait until completion of the investigation and adjudication of the contract personnel before being approved for work/access. Such notification will be in writing and will include the name(s) of all of the Contractor and subcontractor's FN/LPR Contractor and subcontractor personnel subject to these requirements. The document will state that the Contractor, subcontractor and their personnel are willing to meet the specific criteria outlined below:

i. Confirm in writing that the FN Contractor and subcontractor personnel has been an LPR of the U.S. for two (2) years or more or if non-LPR the Contractor must confirm in writing that FN personnel have a valid Employment Authorization Document, Form I-766.

ii. Confirm in writing that the Contractor believes that the FN Contractor and subcontractor personnel are not a threat to the U.S. and would properly protect and/or handle the SBU information they will be required to work with or near.

iii. Confirm in writing that the FN/ LPR Contractor and subcontractor personnel have indicated that they are willing to submit to the NBIB-conducted Tier 2 and have agreed to complete the SF 85P, DHS Non-Disclosure, Form I-9, submit a set of fingerprints; and provide any additional information as needed for the conduct of the Tier 2.

iv. The cost of the investigation and adjudication 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.27.3 Identification Badges and Vehicle Passes

a. All individuals working on or requesting access to the FLETC must obtain authorization to enter the FLETC through the issuance of an appropriate FLETC identification badge or PIV card. The FLETC badge/card or PIV card are required to be worn visibly on the outside clothing between the neck and waist displaying the photograph side of the identification badge at all times while on the FLETC premises. Lost or stolen identification documents must be immediately reported to the OSPR Security Management (OSPR/SMO). Contractor and subcontractor personnel who have undergone a background investigation conducted by NBIB (Tier 1 or Tier 2) and successfully adjudicated by the OSPR/PER will be issued a PIV identification card. All Contractor and subcontractor personnel who have not undergone a background investigation conducted by the NBIB will be issued a FLETC identification badge/card.

b. Vehicle must be registered with FLETC. Contractors wishing to drive on FLETC will need to provide proof of insurance, valid registration and tag number of the vehicle. Contractor cannot park in restricted parking areas unless authorized by FLETC. These authorizations will receive a parking pass that must be displayed when parked in the restricted areas. Failure to register a vehicle with FLETC will result in the loss of driving privileges on FLETC for a minimum of 30 days.

c. A \$15.00 replacement charge will be assessed against the Contractor for each FLETC badge/card or pass that must be replaced for other than excessive wear, name change, or other reason approved by OSPR/SMO. The replacement charge for a PIV card is \$25.00. Lost or stolen identification documents 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.

d. If Contractor and subcontractor personnel resign, are terminated, or denied access to the FLETC, voluntarily or otherwise, prior to contract completion, the bearer of the FLETC identification badge or PIV card and vehicle pass shall immediately surrender them to the Contractor. The Contractor shall return the FLETC identification badge/PIV card vehicle pass to the OSPR/SMO within three (3) business days of the resignation, termination, or access denial. Failure to return the FLETC identification badge or PIV card will result in the Contractor being charged as proscribed in paragraph c. above.

H.27.4 Completion of the Contract

a. The Contractor shall be responsible for returning to the OSPR all identification badges and vehicle passes issued under the contract no later than 15 days after the final acceptance of the work by the FLETC. Final contract payment shall not be authorized until the FLETC has received all identification badges and passes which have been issued under this contract, including those issued to subcontractors. If the Contractor is unable to return all badges and passes issued, a charge for the missing documents will be assessed

against the final payment as per the replacement costs described above.

b. Before final payment is made, the CO in conjunction with the OSPR may review the number of badge applications submitted under this contract. If the number of Contractor and subcontractor personnel denied access to the FLETC because of the results of the background investigation exceed 8% of the total number of Contractor and subcontractor personnel requesting access to the FLETC, the Contractor shall bear the cost for the background investigations for each denied background check above 8%. The cost of a basic suitability investigation is \$194.00 and the cost of a moderate risk background investigation, Minimum Background Investigation, is \$1551.00. The percentage to be borne by the Contractor for Contractor and subcontractor personnel denied access to the FLETC because of the results of the background investigation will be across the board for each type of investigation required above the 8%. The amount will be deducted from the contract total. The amount deducted from the contract total because of this action shall not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract.

H.27.5 Review of Access and Suitability Determinations

a. Access Determinations. Access to classified national security information and the receipt of a security clearance will be in accordance with Executive Order (EO) 13526, as well as all applicable Department of Homeland Security Directives and all applicable FLETC Directives and Manuals. After contract award, Contractor and subcontractor personnel who are denied access to the FLETC 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. Suitability Determinations. When adverse information is developed in the course of a suitability investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether Contractor and subcontractor personnel may be granted unescorted access to FLETC facilities and sensitive information. Contractor and subcontractor personnel for whom unfavorable or derogatory information has been developed 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.

H.28 Security Training

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

Training. Security training shall be provided by the Contractor, at least annually, for Contractor and subcontractor personnel, and applicable representatives requiring access to FLETC. 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.

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

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

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.29 Access To Unclassified Facilities, Information Technology Resources, And Sensitive Information Requirement (Jul 2013 OSPR)

The assurance of the security of unclassified facilities, IT resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Directive 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information, describes how Contractors must handle sensitive but unclassified information. The DHS Sensitive Systems Handbook prescribes policies and procedures on security for IT resources. The Contractor 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: By Fiscal Year 2014, the designation "Controlled Unclassified Information" (CUI) will replace FOUO and other sensitive but unclassified markings. As mandatory implementation time comes closer, the Contractor may find more documents, materials, and other information formats marked or referred to as CUI. Any material referenced in any manner as CUI will receive the same protections as those outlined in DHS Directive 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information.

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

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

Contractor and subcontractor personnel working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms 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.30 Operations Security (OPSEC) Requirements (Jul 2013 OSPR)

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

FLETC must determine if there is critical information associated with the contract or activities involved in the contract that warrants the inclusion of OPSEC requirements.

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

FLETC and PO COs, CORs, and contractor managers are responsible for ensuring that their respective Contractors are aware of this policy and adhere to these requirements. This includes responding to Contractor inquiries on what photography is permissible and what is not, as well as researching and coordinating interpretation of the policy with

OSPR/OPS.

Contractor and subcontractor personnel may be required to participate in formal OPSEC classroom and/or computer based training (CBT) and briefings, as required.

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

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

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

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

1. Be aware of and comply with FLETC safeguarding requirements for OPSEC, as applicable.
2. Be aware that not protecting DHS and FLETC critical information may result in administrative or disciplinary action.
3. Participate in formal OPSEC classroom and/or CBT and briefings, as required. The Contractor will coordinate with Project Coordinators, e.g., FMD, and OSPR/OPS the conduct of OPSEC reviews, assessments, and evaluations of FLETC contractor products designated for external distribution or publication to include television, radio, film, video, print, photography, and electronic products, for those assigned contracts.

As applicable, the Contractor will ensure that all subordinate Contractor and subcontractor personnel will participate with these reviews, surveys, assessments, development of countermeasures, etc., for their respective organization.

The Contractor will ensure documentation of individual Contractor and subcontractor personnel attendance at OPSEC briefings and training occurs by following established training documentation procedures, as applicable. Submit all applicable Contractor

OPSEC training documentation to the respective COR.

H.31 Information Technology And Data Security Requirements (Jul 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.31.1 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 the 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 the FLETC IT Security Awareness, Training and Education Plan.

H.31.2 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.31.3 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.31.4 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.31.5 Information Security Standards Applicable to this Contract

DHS Sensitive Systems Policy Directive 4300A, version 9.0.2, March 2012, or subsequent publication.

H.32 Phase-In/Orientation Period (Jul 2013)

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.33 Active Shooter Training (Dec 2015 OSPR)

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

Training. Active Shooter Threat training shall be provided by the Contractor, at least annually, for Contractor and subcontractor personnel, and applicable representatives requiring access to FLETC. The training shall consist of viewing the one (1) hour Government-provided video (Active Shooter Threat training).

All current contractor and subcontractor personnel requiring access to FLETC shall view the Government-provided material. The DVD will be provided at time of award.

All new contractor and subcontractor personnel requiring access to FLETC shall be trained within the first thirty (30) days of reporting for duty.

Reporting. The Contractor shall deliver to the CO an Active Shooter Threat Training List

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

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

H.34 Phase-Out/Contract Completion (Jul 2013)

The Contractor shall provide a phase-out plan to the Contracting Officer for approval 120 days prior to contract completion. The plan shall describe how the contractor shall approach the following issues: orientation and training of follow-on contractor, and any other actions required to ensure continuity of services. The contractor shall provide a certified list of all service employees on the contractor's and/or subcontractor's payroll together with anniversary dates of employment to the COR and CO. During the phase-out period, the incumbent shall be fully responsible for contract performance. Government reserves the right to conduct site visits in all Contractor operated facilities in conjunction with the solicitation of offers for the follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent Contractor shall cooperate to the extent required to permit an orderly change over to the succeeding Contractor. This includes reasonable recruitment access to incumbent employees. A recruitment notice may be placed in each facility.

At a minimum the incumbent contractor Project Manager shall be available to attend the post-award conference to the follow-on contract as a means to aid in transition. Duration of engagement shall be limited to two (2) hour. Incumbent shall be notified no later than 72 hours in advance of conduct of the conference of date and time for attendance.

If there is a change in Contractor, the incumbent Contractor shall negotiate in good faith a plan with the follow-on contractor addressing the nature and extent of orientation and training to ensure nominal impact during transition and to comply with the clause above entitled 'PHASE-IN/ORIENTATION PERIOD.' The plan shall specify a training program and a date for transferring responsibility for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

The Contractor shall schedule all inventories to occur within 15 business days prior to exercise of options or the termination of the contract. The Contractor shall coordinate these inventories with the COR so those appropriate representatives may be present.

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

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

All documents will be maintained in an organized, acceptable working order by the Contractor in the Government provided office. The Technical Library, if required by this contract, shall remain in place, in acceptable working order, at the Contractor's office at completion (or termination) of the contract. Upon contract completion or termination of the contract the Contractor shall make the library available to the follow-on contractor during the Phase in/Phase out period. The exiting Contractor shall ensure the Technical Library is in an organized and maintained state prior to turning over to the follow-on contractor.

H.35 Salvage

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

H.36 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.

H.37 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.38 Work Scheduling

The Contractor shall control and perform all work as not to cause interference with Government business and training or work being performed by other contractors. The Government may award other contracts for additional work at or near the site of work under this contract. The Contractor 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. The Contractor shall not commit, or permit, any act that will interfere with the performance of work by another contractor or by Government employees. 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 his work efforts.

H.39 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 in b) are excluded.
2. Dispose of consumable items such as open bottles of shampoo, soaps, conditioners, washing powder, toothpaste, mouthwash, lotions, soda, beer, food, etc., and binders into FLETC dumpsters.
3. Place items of clothing in a bag. Tag the bag with the date, time, and the building and room number, and/or other pertinent information which can be used to identify owner(s) and store it in the Contractor's storage area for holding. On a weekly basis, the Contractor 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.40 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.41 Smoking

The Contractor shall be responsible to adhere to the Smoking/Use of Tobacco Program, FLETC Manual 70-09, Occupational Safety and Health Program, Chapter 31, FLETC

Supplements to the DHS Occupational Safety and Health Manual. Smoking to include the use of smokeless tobacco products shall only be permitted in designated smoking areas.

H.42 Photography

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

H.43 Hazardous Materials Management - See Section J, Attachment 10

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 Program Branch, for review and approval.

All hazardous materials shall be stored in closed, appropriate containers. All MSDS/SDS are to be provided to the CO/COR for approval before use and as changes are requested.

Storage cabinets, if applicable, holding flammable liquids shall be grounded and are not to exceed the storage capacity. Storage cabinets shall be vented, each individual stored container shall not exceed a five-gallon capacity. No hazardous materials shall be stored on the jobsite without the CO's approval.

Appropriate safety cans and dispensers shall be used to transport small quantities of hazardous materials. The Contractor shall not move any hazardous material without first coordinating the move with the CO/COR who will contact the ESD. Hazardous materials required for daily work task may remain properly secured worksite. Hazardous materials will be labeled with the Contractors name and contents. The Contractor is responsible for ensuring compliance with all requirements governing the handling of hazardous waste. The disposal of all hazardous/potentially hazardous materials (i.e. paints, cleaning products, solvents, thinners, rags, brushes, rollers, propellants, etc.) shall be accomplished in accordance with the Federal Law Enforcement Training Center (FLETC) Hazardous Waste Management Plan. The Contractor shall also comply with all Environmental Protection Agency (EPA) Hazardous Waste Regulations, and Georgia Environmental Protection Division (GA EPD) regulations for all non-hazardous and hazardous waste management, disposition and disposal.

The Contractor shall submit a Hazardous Waste Management Plan that Conforms to FLETC Hazardous Waste Plan 10 days after award and when changes occur.

The Contractor shall not remove or ship hazardous waste from FLETC. The shipping and disposal of Hazardous Waste shall be documented under FLETC Generator EPA ID Number GA6202932244. Only designated individuals from FLETC ESD will sign the Hazardous Waste Manifest as the generating activity. Hazardous waste shall be managed

and collected in strict accordance with FLETC Hazardous Waste Management Plan. The FLETC Environmental Programs Branch will dispose, transfer, and transport hazardous waste generated by the Contractor utilizing the Waste Transfer Document.

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

The Contractor shall coordinate with the CO/COR who will coordinate with the Environmental Programs Branch for all hazardous waste storage, transportation and disposal. A Waste Information Document (WID) will be provided by the Government for each waste-stream per the Hazardous Waste Management Plan.

All containerization, labeling and storage of waste shall be in accordance with FLETC Hazardous Waste Management Plan.

Hazardous waste shall be stored at a designated Satellite Accumulation Area.

Note: FLETC will establish the SAA Area) When the waste stream exceeds 55 gallons it shall be transported, within 72 hours, to the 90-day accumulation site by contacting the CO/COR who will contact FLETC Environmental Branch. The Government will then transport the waste.

The Contractor shall coordinate with the CO/COR who will coordinate with FLETC Environmental Programs Branch, who will provide guidance and assistance with the identification of waste streams and disposal.

The Environmental Programs Branch will assist in designating Storage locations, (SAA's), providing labels and waste transfer Documents, and will conduct daily inspections on SAA's using The SAA Inspection Checklist.

All waste disposal accomplished through the 90-day accumulation Site will be the responsibility of FLETC.

The Contractor shall be responsible for proper segregation, identification and classifying of his waste stream.

The Contractor shall contact the CO/COR who will contact FLETC Environmental Branch within 14 days of award of the contract to schedule Hazardous Waste Training. The Hazardous Waste Training will take approximately one hour.

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

H.44 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.45 Contractor Procurement Program – See Section J, Attachment 10

H.46 Waste Minimization – See Section J, Attachment 10

H.47 Hazardous Material Storage – See Section J, Attachment 10

a. 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 Center (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.

PART II CONTRACT CLAUSES
SECTION I

I.1 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

52.202-1	Definitions. (JUN 2020)
52.203-3	Gratuities. (APR 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights. (JUN 2020)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
52.204-7	System for Award Management (OCT 2018)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-22	Alternative Line Item Proposal (JAN 2017)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service Equipment (NOV 2021)
52.207-3	Right of First Refusal of Employment (MAY 2006)
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021)
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (MAY 2022)
52.215-2	Audit and Records-Negotiation (JUN 2020)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.222-1	Notice to the Government of Labor Disputes. (FEB 1997)
52.223-3	Hazardous Material Identification and Material Safety Data (FEB 2021)
52.223-5	Pollution Prevention and Right to Know Information (MAY 2011)
52.223-17	Affirmative Procurement of EPA Designated Items in Service and Construction Contracts. (AUG 2018)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.232-1	Payments (APR 1984)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds. (APR 1984)
52.232-23	Assignment of Claims. (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)

- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (NOV 2021)
- 52.233-1 Disputes. (MAY 2014)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
- 52.242-13 Bankruptcy. (JUL 1995)
- 52.245-1 Government Property. (SEP 2021)
- 52.245-9 Use and Charges. (APR 2012)
- 52.246-25 Limitation of Liability - Services. (FEB 1997)
- 52.249-14 Excusable Delays (APR 1984)
- 52.253-1 Computer Generated Forms. (JAN 1991)
- 3052.209-72 Organizational Conflict of Interest (JUN 2006)
- 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
- 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)
- 3052.228-70 Insurance (DEC 2003)

I.2 52.203-3 Gratuities (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-

(1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.3 52.203-12 Limitation on Payments to Influence Certain Federal Transactions

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

Agency means "*executive agency*" as defined in Federal Acquisition Regulation (FAR) [2.101](#).

Covered Federal action means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450b](#)) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* [31 U.S.C. 1352](#) prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with any covered Federal actions. In accordance with [31 U.S.C. 1352](#) the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees.*

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern-

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) *Professional and technical services.*

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR [3.803\(a\)\(2\)\(iii\)](#)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) *Disclosure.*

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) *Penalties.*

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by [31 U.S.C. 1352](#). An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts.*

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR [3.808](#) on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

(End of clause)

I.4 52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights. (JUN 2020)

As prescribed in 3.908-9 , insert the following clause:

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee

whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

I.5 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

As prescribed in 4.303 , insert the following clause:

Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

(a) Definitions. As used in this clause-

Postconsumer fiber means-

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

I.6 52.204-7 System for Award Management (OCT 2018)

As prescribed in 4.1105(a)(1), use the following provision:

System for Award Management (Oct 2018)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

I.7 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

As prescribed in 4.1303 , insert the following clause:

Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

I.8 52.204-13 System for Award Management Maintenance (OCT 2018)

As prescribed in 4.1105(b), use the following clause:

System for Award Management Maintenance. (Oct 2018)

(a) Definitions. As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It

includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i)

of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

I.9 52.204-22 Alternative Line Item Proposal (JAN 2017)

As prescribed in 4.1008 , insert the following provision:

Alternative Line Item Proposal (Jan 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

**I.10 52.204-25 Prohibition on Contracting for Certain
Telecommunications and Video Surveillance Service
Equipment (NOV 2021)**

As prescribed in 4.2105(b), insert the following clause:

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

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to

part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or

recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

I.11 52.207-3 Right of First Refusal of Employment (MAY 2006)

As prescribed in 7.305(c), insert the following clause:

Right of First Refusal of Employment (May 2006)

(a) The Contractor shall give Government personnel who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government personnel who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

(End of clause)

I.12 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021)

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an

equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

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

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

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

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

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

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment

agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance

with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

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

(End of clause)

I.13 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (MAY 2022)

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (May 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts

funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

 X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

 (10) [Reserved].

 (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

 (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (13) [Reserved]

 (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

 (ii) Alternate I (Mar 2020) of 52.219-6.

 (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

 (ii) Alternate I (Mar 2020) of 52.219-7.

 X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

 X (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (Nov 2016) of 52.219-9.

 (iii) Alternate II (Nov 2016) of 52.219-9.

 (iv) Alternate III (Jun 2020) of 52.219-9.

 (v) Alternate IV (Sep 2021) of 52.219-9.

 (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

 (ii) Alternate I (Mar 2020) of 52.219-13.

 X (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).

 (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

 X (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

 X (22) (i) 52.219-28, Post Award Small Business Program Representation (Sep 2021) (15 U.S.C. 632(a)(2)).

 (ii) Alternate I (Mar 2020) of 52.219-28.

 (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).

 (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-

Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).

- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

 (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

 (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

 X (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

 (ii) Alternate I (Jan 2017) of 52.224-3.

 X (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

 (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

 (ii) Alternate I (Jan 2021) of 52.225-3.

 (iii) Alternate II (Jan 2021) of 52.225-3.

 (iv) Alternate III (Jan 2021) of 52.225-3.

 (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

 (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

 (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

 (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

 (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

 (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

 (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

 (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain

in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

Audit and Records-Negotiation (Jun 2020)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to-

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General.- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating-

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition-

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

I.15 52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)

As prescribed in 15.209(h), insert the following clause:

Order of Precedence-uniform Contract Format (Oct 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

I.16 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

As prescribed in 22.103-5(a), insert the following clause:

Notice to the Government of Labor Disputes (Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

I.17 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)

As prescribed in 23.303 , insert the following clause:

Hazardous Material Identification and Material Safety Data (Feb 2021)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I.18 52.223-5 Pollution Prevention and Right to Know Information (MAY 2011)

As prescribed in 23.1005 , insert the following clause:

Pollution Prevention and Right-to-Know Information (May 2011)

(a) Definitions. As used in this clause-

Toxic chemical means a chemical or chemical category listed in 40 CFR372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42U.S. C.11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42U.S. C.13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

I.19 52.223-17 Affirmative Procurement of EPA Designated Items in Service and Construction Contracts. (AUG 2018)

As prescribed in 23.406(e), insert the following clause:

Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <http://https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(End of clause)

I.20 52.224-1 Privacy Act Notification. (APR 1984)

As prescribed in 24.104 , insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

I.21 52.224-2 Privacy Act. (APR 1984)

As prescribed in 24.104 , insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

Privacy Act (Apr 1984)

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

I.22 52.232-1 Payments (APR 1984)

As prescribed in 32.111(a)(1), insert the following clause, appropriately modified with respect to payment due date in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, a fixed-price service contract, or a contract for nonregulated communication services is contemplated:

Payments (Apr 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

I.23 52.232-9 Limitation on Withholding of Payments (APR 1984)

As prescribed in 32.111(b)(2), insert a clause substantially as follows, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a supply contract, service contract, time-and-materials contract, labor-hour contract, or research and development contract is contemplated that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed:

Limitation on Withholding of Payments (Apr 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to-

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.24 52.232-17 Interest (MAY 2014)

As prescribed in 32.611 (a) and (b), insert the following clause:

Interest (May 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

I. 25 52.232-18 Availability of Funds. (APR 1984)

As prescribed in 32.706-1(a), insert the following clause:

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.26 52.232-23 Assignment of Claims. (May 2014)

As prescribed in 32.806(a)(1), insert the following clause:

Assignment of Claims (May 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C.3727, 41 U.S.C.6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

I.27 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

As prescribed in [32.706-3](#) , insert the following clause:
Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

(End of clause)

I.28 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (NOV 2021)

As prescribed in [32.009-2](#) , insert the following clause:

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

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

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

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

(End of clause)

I.29 52.233-1 Disputes. (MAY 2014)

As prescribed in 33.215 , insert the following clause:

Disputes (May 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I.30 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

As prescribed in 37.110(b), insert the following clause in solicitations and contracts for services to be performed on Government installations, unless a construction contract is contemplated:

Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which

may be deducted from the contract price.

(End of clause)

I.31 52.242-13 Bankruptcy. (JUL 1995)

As prescribed in 42.903 , insert the following clause:

Bankruptcy (July 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within fivedays of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

I.32 52.245-1 Government Property. (SEP 2021)

As prescribed in 45.107(a), insert the following clause:

Government Property (Sep 2021)

(a) Definitions. As used in this clause-

Cannibalizemeans to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) Property management. (1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property. (1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt,

issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) Relief of stewardship responsibility and liability. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the

Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis. (1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property

Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements. (i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules. (i) Absent separate contract terms and conditions

for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements. (i) The Contractor shall submit inventory disposal

schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) Corrections. The Plant Clearance Officer may-

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate);
and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions. (i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S.

Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I.33 52.245-9 Use and Charges. (APR 2012)

As prescribed in 45.107(c), insert the following clause:

Use and Charges (Apr 2012)

(a) Definitions. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of-

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract-

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General. (1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.- (1) Real property and associated fixtures. (i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the

appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments. (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1 st and July 1 st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less

normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

I.34 52.246-25 Limitation of Liability - Services. (FEB 1997)

As prescribed in 46.805 , insert the following clause:

Limitation of Liability-Services (Feb 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that-

(1) Occurs after Government acceptance of services performed under this contract;
and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this

contract.

(End of clause)

I.35 52.249-14 Excusable Delays (APR 1984)

As prescribed in 49.505(b), insert the following clause in solicitations and contracts for supplies, services, construction, and research and development on a fee basis whenever a cost-reimbursement contract is contemplated. Also insert the clause in time-and-material contracts, and labor-hour contracts. When used in construction contracts, substitute the words "completion time" for "delivery schedule" in the last sentence of the clause.

Excusable Delays (Apr 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default,- unless-

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)

I.36 52.253-1 Computer Generated Forms. (JAN 1991)

As prescribed in FAR 53.111 , insert the following clause:

Computer Generated Forms (Jan 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.37 3052.209-70 Prohibitions on Contracts with Corporate Expatriates (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

I.38 3052.242-72 Contracting Officer's Technical Representative. (DEC 2003)

The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

**I.39 52.244-6 Subcontracts for Commercial Items (AUG 2019)
(DEVIATION APR 2020)**

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

Commercial item and “commercially available off-the-shelf item” have the meanings contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

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

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- (ix) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
- (x) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212(a));
- (xi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (xii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
- (xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
- (xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
- (xvii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
- (B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
- (xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION APR 2020), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

END OF SECTION I

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
01	Wage Determination – WD 2015-4477 Revision 20, Date: 03/15/2022	03/15/2022
02	Sample Lead Compliance Plan	05/19/2016
03	Service Contract Work Request	04/12/2022
04	Ammunition – Munitions – Weapons Request	04/12/2022
05	Government Furnished Property	04/12/2022
06	Report of Damaged, Dirty or Missing Equipment	04/12/2022
07	Firearms Score Sheet (FTC-FAD-4(6/02))	04/12/2022
08	Daily Ammunition Inventory Report – Indoor Range FTC-OST-12A	04/12/2022
09	Daily Ammunition Inventory Report – Outdoor Range FTC-OST-12B	04/12/2022
10	Daily Ammunition Usage Report – Indoor Range	04/13/2022
11	Daily Ammunition Usage Report – Outdoor Range	04/13/2022
12	Contractor Fitness/Security Screening Form & Tier 2 Packet	04/12/2022
13	Cartridge Casing and Shotgun Shell Collection Report	04/12/2022
14	Property Identification Tag	04/12/2022
15	Chain of Custody Form	04/12/2022
16	Weapons Registration Form	04/12/2022
17	Weapon Custody Transfer Log	04/12/2022
18	Property & Equipment Issue Form FTC-OST-31 (4-03)	04/12/2022
19	Equipment & Supply Receiving Report (FTC-OST-104(10/95))	04/12/2022
20	Security Container Check Sheet – SF 702 (8-85)(EG)	04/12/2022
21	Daily Weapon Inventory Form	04/12/2022
22	Quarantined Ammunition Form	04/12/2022
23	Ledger for Issue/Receipt of Ammunition/Munition Sample	04/12/2022
24	Bunker Ammunition Inventory Form	04/12/2022
25	Firearms Location List	4/18/2022
26	Standard Contractor Performance Report	
27	Inventory Control Form FTC-ADM-80(12/92)	04/12/2022
28	Form I-9, Employment Eligibility Verification	04/22/2022
29	Optional Form 306, Declaration of Federal Employment	04/12/2022
30	Non-Disclosure Agreement – DHS Form 1100-6 (08-04)	04/12/2022
31	Disclosure of Lobbying Activities – 0348-0046	04/12/2022
32	Standard Form 86 Certification (SF 86C)	04/12/2022
33	Quality Assurance Surveillance Plan (QASP) with attachments	04/12/2022
34	Questionnaire of National Security Positions (SF-86)	04/12/2022

ATTACHMENT 1

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4477
Daniel W. Simms Division of | Revision No.: 20
Director Wage Determinations | Date Of Last Revision: 03/15/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or | With certain exceptions Executive Order |
after January 30 2022 or the | 14026 applies to the contract. |
contract is renewed or extended (e.g. | The contractor must pay all covered workers |
an option is exercised) on or after | at least \$15.00 per hour (or the applicable |
January 30 2022: | wage rate listed on this wage determination |
| if it is higher) for all hours spent |
| performing on the contract in 2022. |

If the contract was awarded on or | With certain exceptions Executive Order |
between January 1 2015 and January 29 | 13658 applies to the contract. |
2022 and the contract is not renewed | The contractor must pay all covered workers |
or extended on or after January 30 | at least \$11.25 per hour (or the applicable |
2022: | wage rate listed on this wage determination |
| if it is higher) for all hours spent |
| performing on the contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Georgia

Area: Georgia Counties of Brantley Glynn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.87***
01012 - Accounting Clerk II		16.69
01013 - Accounting Clerk III		18.68
01020 - Administrative Assistant		25.79
01035 - Court Reporter		17.11
01041 - Customer Service Representative I		12.31***
01042 - Customer Service Representative II		13.68***
01043 - Customer Service Representative III		15.10
01051 - Data Entry Operator I		15.11
01052 - Data Entry Operator II		16.48
01060 - Dispatcher Motor Vehicle		21.93
01070 - Document Preparation Clerk		13.62***
01090 - Duplicating Machine Operator		13.62***
01111 - General Clerk I		13.57***
01112 - General Clerk II		14.81***
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		19.08
01141 - Messenger Courier		11.10***
01191 - Order Clerk I		12.79***
01192 - Order Clerk II		13.69***
01261 - Personnel Assistant (Employment) I		15.03
01262 - Personnel Assistant (Employment) II		16.82
01263 - Personnel Assistant (Employment) III		18.74
01270 - Production Control Clerk		21.30
01290 - Rental Clerk		12.50***
01300 - Scheduler Maintenance		15.29
01311 - Secretary I		15.29
01312 - Secretary II		17.11
01313 - Secretary III		19.08
01320 - Service Order Dispatcher		19.47
01410 - Supply Technician		25.79
01420 - Survey Worker		15.79
01460 - Switchboard Operator/Receptionist		14.53***
01531 - Travel Clerk I		13.26***
01532 - Travel Clerk II		14.19***
01533 - Travel Clerk III		15.31
01611 - Word Processor I		13.62***
01612 - Word Processor II		15.29
01613 - Word Processor III		17.11
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		21.38
05010 - Automotive Electrician		18.41

05040 - Automotive Glass Installer	16.96
05070 - Automotive Worker	16.96
05110 - Mobile Equipment Servicer	14.61***
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.96
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.56***
05250 - Motor Vehicle Upholstery Worker	15.76
05280 - Motor Vehicle Wrecker	16.96
05310 - Painter Automotive	18.04
05340 - Radiator Repair Specialist	16.96
05370 - Tire Repairer	14.08***
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.64
07041 - Cook I	13.54***
07042 - Cook II	15.73
07070 - Dishwasher	10.76***
07130 - Food Service Worker	10.80***
07210 - Meat Cutter	14.74***
07260 - Waiter/Waitress	9.87***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.38
09040 - Furniture Handler	12.80***
09080 - Furniture Refinisher	20.38
09090 - Furniture Refinisher Helper	15.43
09110 - Furniture Repairer Minor	17.88
09130 - Upholsterer	20.38
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.19***
11060 - Elevator Operator	12.57***
11090 - Gardener	17.87
11122 - Housekeeping Aide	12.57***
11150 - Janitor	12.57***
11210 - Laborer Grounds Maintenance	13.87***
11240 - Maid or Houseman	9.60***
11260 - Pruner	12.56***
11270 - Tractor Operator	16.72
11330 - Trail Maintenance Worker	13.87***
11360 - Window Cleaner	13.89***
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	18.50
12012 - Certified Occupational Therapist Assistant	27.76
12015 - Certified Physical Therapist Assistant	25.38
12020 - Dental Assistant	19.18

12025 - Dental Hygienist	34.82
12030 - EKG Technician	28.04
12035 - Electroneurodiagnostic Technologist	28.04
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	16.54
12072 - Licensed Practical Nurse II	18.50
12073 - Licensed Practical Nurse III	20.62
12100 - Medical Assistant	15.02
12130 - Medical Laboratory Technician	21.10
12160 - Medical Record Clerk	15.52
12190 - Medical Record Technician	18.45
12195 - Medical Transcriptionist	16.54
12210 - Nuclear Medicine Technologist	40.66
12221 - Nursing Assistant I	11.45***
12222 - Nursing Assistant II	12.87***
12223 - Nursing Assistant III	14.04***
12224 - Nursing Assistant IV	15.77
12235 - Optical Dispenser	19.34
12236 - Optical Technician	16.54
12250 - Pharmacy Technician	16.49
12280 - Phlebotomist	16.54
12305 - Radiologic Technologist	24.26
12311 - Registered Nurse I	23.92
12312 - Registered Nurse II	29.26
12313 - Registered Nurse II Specialist	29.26
12314 - Registered Nurse III	35.40
12315 - Registered Nurse III Anesthetist	35.40
12316 - Registered Nurse IV	42.42
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	22.92
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.14
13012 - Exhibits Specialist II	29.92
13013 - Exhibits Specialist III	36.61
13041 - Illustrator I	25.01
13042 - Illustrator II	31.00
13043 - Illustrator III	37.92
13047 - Librarian	33.13
13050 - Library Aide/Clerk	16.50
13054 - Library Information Technology Systems Administrator	29.81
13058 - Library Technician	17.64
13061 - Media Specialist I	21.58
13062 - Media Specialist II	24.14
13063 - Media Specialist III	27.32
13071 - Photographer I	18.05

13072 - Photographer II	21.30
13073 - Photographer III	25.03
13074 - Photographer IV	30.61
13075 - Photographer V	37.03
13090 - Technical Order Library Clerk	27.13
13110 - Video Teleconference Technician	20.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.44***
14042 - Computer Operator II	15.03
14043 - Computer Operator III	16.96
14044 - Computer Operator IV	20.82
14045 - Computer Operator V	23.11
14071 - Computer Programmer I	(see 1) 24.20
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.41
14160 - Personal Computer Support Technician	20.82
14170 - System Support Specialist	23.36
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.19
15020 - Aircrew Training Devices Instructor (Rated)	34.10
15030 - Air Crew Training Devices Instructor (Pilot)	39.64
15050 - Computer Based Training Specialist / Instructor	28.19
15060 - Educational Technologist	38.39
15070 - Flight Instructor (Pilot)	39.64
15080 - Graphic Artist	25.05
15085 - Maintenance Test Pilot Fixed Jet/Prop	39.64
15086 - Maintenance Test Pilot Rotary Wing	39.64
15088 - Non-Maintenance Test/Co-Pilot	39.64
15090 - Technical Instructor	24.84
15095 - Technical Instructor/Course Developer	30.38
15110 - Test Proctor	20.04
15120 - Tutor	20.04
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.04***
16030 - Counter Attendant	10.04***
16040 - Dry Cleaner	12.18***
16070 - Finisher Flatwork Machine	10.04***
16090 - Presser Hand	10.04***
16110 - Presser Machine Drycleaning	10.04***
16130 - Presser Machine Shirts	10.04***
16160 - Presser Machine Wearing Apparel Laundry	10.04***

16190 - Sewing Machine Operator	12.94***
16220 - Tailor	13.72***
16250 - Washer Machine	10.66***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.38
19040 - Tool And Die Maker	24.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.29
21030 - Material Coordinator	21.30
21040 - Material Expediter	21.30
21050 - Material Handling Laborer	12.93***
21071 - Order Filler	12.32***
21080 - Production Line Worker (Food Processing)	15.29
21110 - Shipping Packer	14.88***
21130 - Shipping/Receiving Clerk	14.88***
21140 - Store Worker I	13.34***
21150 - Stock Clerk	18.10
21210 - Tools And Parts Attendant	15.29
21410 - Warehouse Specialist	15.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.15
23019 - Aircraft Logs and Records Technician	17.88
23021 - Aircraft Mechanic I	23.72
23022 - Aircraft Mechanic II	25.15
23023 - Aircraft Mechanic III	26.71
23040 - Aircraft Mechanic Helper	15.46
23050 - Aircraft Painter	20.64
23060 - Aircraft Servicer	17.88
23070 - Aircraft Survival Flight Equipment Technician	20.64
23080 - Aircraft Worker	19.28
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.28
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.72
23110 - Appliance Mechanic	20.38
23120 - Bicycle Repairer	16.60
23125 - Cable Splicer	23.45
23130 - Carpenter Maintenance	19.24
23140 - Carpet Layer	19.28
23160 - Electrician Maintenance	20.93
23181 - Electronics Technician Maintenance I	22.35
23182 - Electronics Technician Maintenance II	23.94
23183 - Electronics Technician Maintenance III	25.41
23260 - Fabric Worker	17.88
23290 - Fire Alarm System Mechanic	21.54
23310 - Fire Extinguisher Repairer	16.60

23311 - Fuel Distribution System Mechanic	23.13
23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	18.31
23380 - Ground Support Equipment Mechanic	23.72
23381 - Ground Support Equipment Servicer	17.88
23382 - Ground Support Equipment Worker	19.28
23391 - Gunsmith I	16.81
23392 - Gunsmith II	19.28
23393 - Gunsmith III	21.54
23410 - Heating Ventilation And Air-Conditioning Mechanic	19.99
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	21.31
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	24.25
23465 - Laboratory/Shelter Mechanic	20.38
23470 - Laborer	12.93***
23510 - Locksmith	20.38
23530 - Machinery Maintenance Mechanic	24.91
23550 - Machinist Maintenance	20.59
23580 - Maintenance Trades Helper	15.43
23591 - Metrology Technician I	24.25
23592 - Metrology Technician II	25.81
23593 - Metrology Technician III	27.31
23640 - Millwright	22.23
23710 - Office Appliance Repairer	21.11
23760 - Painter Maintenance	17.76
23790 - Pipefitter Maintenance	28.06
23810 - Plumber Maintenance	26.37
23820 - Pneudraulic Systems Mechanic	21.54
23850 - Rigger	21.54
23870 - Scale Mechanic	19.28
23890 - Sheet-Metal Worker Maintenance	22.05
23910 - Small Engine Mechanic	19.28
23931 - Telecommunications Mechanic I	24.24
23932 - Telecommunications Mechanic II	25.46
23950 - Telephone Lineman	21.89
23960 - Welder Combination Maintenance	21.23
23965 - Well Driller	21.54
23970 - Woodcraft Worker	21.54
23980 - Woodworker	16.60
24000 - Personal Needs Occupations	
24550 - Case Manager	14.20***
24570 - Child Care Attendant	10.57***
24580 - Child Care Center Clerk	14.06***

24610 - Chore Aide	10.86***
24620 - Family Readiness And Support Services Coordinator	14.20***
24630 - Homemaker	19.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.27
25040 - Sewage Plant Operator	22.26
25070 - Stationary Engineer	22.27
25190 - Ventilation Equipment Tender	15.47
25210 - Water Treatment Plant Operator	22.26
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.24
27007 - Baggage Inspector	14.65***
27008 - Corrections Officer	16.48
27010 - Court Security Officer	15.87
27030 - Detection Dog Handler	16.38
27040 - Detention Officer	16.48
27070 - Firefighter	16.48
27101 - Guard I	14.65***
27102 - Guard II	16.38
27131 - Police Officer I	20.14
27132 - Police Officer II	22.38
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.49***
28042 - Carnival Equipment Repairer	13.33***
28043 - Carnival Worker	9.34***
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.66***
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.45***
28515 - Recreation Specialist	21.14
28630 - Sports Official	13.72***
28690 - Swimming Pool Operator	16.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.28
29020 - Hatch Tender	19.28
29030 - Line Handler	19.28
29041 - Stevedore I	17.88
29042 - Stevedore II	22.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	16.46
30022 - Archeological Technician II	18.41
30023 - Archeological Technician III	22.82

30030 - Cartographic Technician	22.82
30040 - Civil Engineering Technician	22.79
30051 - Cryogenic Technician I	25.27
30052 - Cryogenic Technician II	27.91
30061 - Drafter/CAD Operator I	16.46
30062 - Drafter/CAD Operator II	18.41
30063 - Drafter/CAD Operator III	20.54
30064 - Drafter/CAD Operator IV	25.27
30081 - Engineering Technician I	13.90***
30082 - Engineering Technician II	16.57
30083 - Engineering Technician III	20.34
30084 - Engineering Technician IV	23.88
30085 - Engineering Technician V	29.16
30086 - Engineering Technician VI	35.34
30090 - Environmental Technician	22.79
30095 - Evidence Control Specialist	22.79
30210 - Laboratory Technician	20.56
30221 - Latent Fingerprint Technician I	25.27
30222 - Latent Fingerprint Technician II	27.91
30240 - Mathematical Technician	22.79
30361 - Paralegal/Legal Assistant I	19.19
30362 - Paralegal/Legal Assistant II	23.77
30363 - Paralegal/Legal Assistant III	29.08
30364 - Paralegal/Legal Assistant IV	35.19
30375 - Petroleum Supply Specialist	27.87
30390 - Photo-Optics Technician	22.82
30395 - Radiation Control Technician	27.87
30461 - Technical Writer I	22.79
30462 - Technical Writer II	27.87
30463 - Technical Writer III	33.75
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	25.27
30502 - Weather Forecaster II	30.74
30620 - Weather Observer Combined Upper Air Or (see 2)	20.54
Surface Programs	
30621 - Weather Observer Senior (see 2)	22.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	16.72
31030 - Bus Driver	23.04
31043 - Driver Courier	17.31
31260 - Parking and Lot Attendant	13.99***

31290 - Shuttle Bus Driver	16.87
31310 - Taxi Driver	15.26
31361 - Truckdriver Light	18.56
31362 - Truckdriver Medium	19.99
31363 - Truckdriver Heavy	24.85
31364 - Truckdriver Tractor-Trailer	24.85
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	10.28***
99050 - Desk Clerk	11.22***
99095 - Embalmer	25.60
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	17.39
99252 - Laboratory Animal Caretaker II	18.58
99260 - Marketing Analyst	27.44
99310 - Mortician	25.60
99410 - Pest Controller	18.72
99510 - Photofinishing Worker	13.91***
99710 - Recycling Laborer	16.49
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	14.93***
99810 - Sales Clerk	12.62***
99820 - School Crossing Guard	14.93***
99830 - Survey Party Chief	21.77
99831 - Surveying Aide	12.33***
99832 - Surveying Technician	16.90
99840 - Vending Machine Attendant	19.88
99841 - Vending Machine Repairer	24.84
99842 - Vending Machine Repairer Helper	19.88

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive

ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE**

Standard
Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

ATTACHMENT 2

LEAD MANAGEMENT & OSHA
COMPLIANCE FOR
INDOOR SHOOTING RANGES

NATIONAL SHOOTING
SPORTS FOUNDATION®



WWW.NSSF.ORG/RANGES



ATTACHMENT 4

G-08T-29 (3-01)

FIREARMS DIVISION

AMMUNITION - MUNITIONS - WEAPONS REQUEST

MEMO TO: Contractor _____ Date: _____

FROM: _____ CLASS: _____

RANGE IDR
 ODR No. Students _____

BC Approval (When Required) _____

It is requested that the below listed items be available for issue at the times and dates indicated in addition to standard issue items.

AMMUNITION / MUNITIONS					WEAPONS	
Date	Time	Code	Type	Amount	Model	Qty

This request to be submitted no later than 24 hours preceding the scheduled Class

Copy: White - Contractor
 Yellow - Coordinator

ATTACHMENT 5

Government Furnished Property

Quantity	Item Description
1	Range Vacuum Excavator
3	Range sweeper Ride On
1	Range Sweeper Walk Behind
1	Range Sweeper Battery Rider
7	Desks
16	Chairs
5	work tables
6	File Cabinets, 5 drawer
2	File Cabinets, 3 drawer
3	File Cabinets, 2 drawer
7	Metal office shelves
40	metal shelving for equipment/supply storage
1	Pencil sharpener
2	Telephones
4	Computer w/ monitor
2	Copy Machines
1	Label Machine
1	Shredder
2	Printers, HP laser jet
2	Televisions
5	Security monitors
2	Key lockers
1	dry erase board
2	Scales, Fairbanks
1	Ladder, 130"
1	Ladder, step
2	step stools
57	Push Carts
2	Dolly
14	Pallet Jacks
1	Presto Lift in warehouse
3	Hand drill
3	Grinder & wire wheels
5500	FLETC Owned Weapons (appr.)
2000	Agency Owned Weapons (appr.)
	chamber safety flags for handguns and rifles
14-15	Million rounds of training ammunition
	corrugated boxes for brass recovery on ranges and HAZMAT cubic yard boxes for frangible bullet waste collection
	paper targets, cardboard, staples and staplers for range supply

21	Gun safe, class 5
6	Rolling Long gun cart
16	Ammo storage shelves
244	individual gun cabinets
13	long gun storage racks
3	weapon clearing barrels
2	work counter
1	shop vac vacuum cleaner
7	Hepa filtered vacuum cleaner
3	Ozone sanitizing machines
1	Work bench
2	Air compressor and hoses
1	Portable loading ramp
1	Work light
1	portable generator
2	Hydroblaster cleaning system
	all weapon cleaning supplies for ranges such as oils, solvents, patches, brushes, shop towels, etc.
	sanitizing solution for the ozone cleaning machines and sanitizing wipes
	all plastic boxes, bins and storage containers used for sorting and issuing training equipment
	protective equipment for non-lethal training such as jackets, vests, face masks etc. and CO2 cannisters and gas for paintball weapons
	batteries for electronic equipment issued for classes
	buckets and pails for brass and shotshell collection
	paper cone drinking cups and portable water coolers for outdoor range supply
	spray paint for metal targets
	safety supplies such as bug spray, band aids, AED's, first aid kits and supplies, ear plugs, safety glasses, hearing protection, ear plugs, side shields, weather radios, megaphones
	all training supplies and equipment issued to instructors such as those listed in sections D.13.4, D.13.5 and D.13.12

Government Furnished Vehicles

Quantity	Item Description
40	Club Car electric utility vehicles
12	Range training vehicles
1	Mitsubishi Fork Truck, LP

ATTACHMENT 6

FIREARMS DIVISION

REPORT OF DAMAGED, DIRTY OR MISSING EQUIPMENT

TO:	COTR	FROM:	
	ARMORER		
	NAME/AGENCY		PROJECT MANAGER

FILL IN APPLICABLE INFORMATION			
CLASS:		DATE:	
COORDINATOR:			
REPORTED BY:			
EQUIPMENT IDENTIFICATION:			
AMT/NUMBERS, ETC:			
DISCREPANCY:			
HOW NOTICED:	DURING TURN IN	<input type="checkbox"/>	TIME: _____
	DURING INSPECTION/INVENTORY	<input type="checkbox"/>	
	OTHER	<input type="checkbox"/>	_____
COORDINATOR NOTIFIED:	YES	NO	TIME: _____
CORRECTIVE ACTION TAKEN:	YES	NO	
REMARKS:			
SIGNATURE OF REPORTING EMPLOYEE:			

ATTACHMENT 7

FTC-FAD-4(6/02)

**OFFICE OF TRAINING
FIREARMS DIVISION
FIREARMS SCORE SHEET**

CLASS NO.						DATE	
COORDINATOR						WEATHER	
GROUP						CLASSROOM	RANGE NO.
NAMES		COURSE OF FIRE					Student Initials
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
CODE	AMMO	DRAWN	RETURNED	USED	INSTRUCTORS		REMARKS
					COURSE/PHASE OF FIRE		
					WEAPONS USED		

ATTACHMENT 12

DEPARTMENT OF HOMELAND SECURITY CONTRACTOR FITNESS/SECURITY SCREENING REQUEST FORM

Please refer to the appended instructions when completing this form. Incomplete forms will be returned. This form must be submitted electronically to Select by the CO, COTR, or Federal POC.	
Section I: Requesting Official/Organization	
1. Date of Submission [†]	2. DHS Organization [†] Select
3. Type of Request New Request	4. Exit Request Reason [†] None
5a. CO: Last First	
Name [†]	
Phone	DHS Email [†]
5b. COTR/Federal POC: Last First	
Name [†]	
Phone	DHS Email [†]
6. Prime Contractor	7. Prime Contract No.
8. Task Order No.	9. PIV Required Select
10. DHS Organization Structure Code	
Section II: Applicant Information	
Last First Middle	
11. Applicant Name [†]	
12. Position Title [†]	
13. SSN [†]	14. Gender Male
City	State
15. Place of Birth	Country (if not U.S.)
	Georgia Select
16. Date of Birth	17. U.S. Citizen <input type="checkbox"/>
18. Phone	19. Email
Section III: Position Designation	
Complete this section for UNCLASSIFIED CONTRACTS ONLY . Note: Low Risk is used for Building Access ONLY, where the position will not require access to DHS systems or information.	
20. Position Risk Level Moderate Risk (5N): Non-IT	
Section IV: Position Security Clearance Requirement	
Complete this section for CLASSIFIED CONTRACTS ONLY . Note: A DD254 form is required for all contractor positions requiring a security clearance, and should be on file with ISPB.	
21. Security Clearance Level Select	22. DD254 on File <input type="checkbox"/>
Privacy Act Information	
Authority: 5 U.S.C. 5701-5733, Sections 5701-5733 and Executive Order 9397. Purpose: To facilitate the screening of applicants for contractor positions. Disclosure: Participation is voluntary; however, failure to provide this information may delay processing.	
† Indicates fields required for completing an Exit Request.	

ATTACHMENT 14

PRINT ALL INFORMATION



Weapon Assigned To: _____

Agency: _____ Class No: _____

Duration of Stay From: _____ To: _____

Weapon Type/Model: _____

Weapon Serial No.: _____

ATTACHMENT 15

Chain of Custody Form FIREARMS DIVISION

DATE RECEIVED	INITIAL RECEIPT BY	STUDENT'S NAME	
SERIAL NO	MAKE	MODEL	CLASS
OWNER AGENCY	SENDER	PHONE NO	CLASS DATES

1	RECEIVED BY	DATE	ORG
2	RECEIVED BY	DATE	ORG
3	RECEIVED BY	DATE	ORG
4	RECEIVED BY	DATE	ORG
5	RECEIVED BY	DATE	ORG
6	RECEIVED BY	DATE	ORG

REMARKS

REC'D WITH CASE ? YES NO ADDED TO CALENDAR YES NO

NUMBER OF MAGAZINES REC'D: _____

REMARKS: _____

ATTACHMENT 16

FTC-SAF-4 (10/82)

Staff _____ Student _____

WEAPONS REGISTRATION FORM

Name _____ Agency _____

TYPE	MANUFACTURER	CALIBER	SERIAL NUMBER

Personnel with firearms in their possession will complete this form in duplicate and turn in all weapons and ammo. to Security Officer for safekeeping. Weapons will be released only on completion of training or written authorization of class coordinator. Return this form to Security Officer when claiming weapon.

Signature _____ Date _____ Locker No. _____

Check out: _____
(Date) (Time) (Signature)

Released by: _____ Title: _____

ATTACHMENT 19

FTC-OST-104 (10/95)

FIREARMS DIVISION
EQUIPMENT & SUPPLY RECEIVING REPORT

ITEM #	DESCRIPTION (MAKE, MODEL, SIZE, ETC.)	QTY REC'D.

FT PO # OR FAD #

RECEIVED BY: _____ DATE: _____
(SIGNATURE)

ATTACHMENT 21

FEDERAL LAW ENFORCEMENT TRAINING CENTER DAILY WEAPONS INVENTORY

	START: xx/xx/2022
	END: xx/xx/2022

PT.	SERIAL NUMBER OF WEAPON	STUDENT NAME OR AGENCY OR SET LOC	WEAPON CALIBER	DAY DATE	EQG 1			EQG 2			EQG 3			EQG 4	
					OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
1				1		SUN		HOUDAY				SAT			
2				2								SUN			
3				3	SAT			SUN					SAT		
4				4	SUN							SUN		SAT	
5				5			SAT					SAT	HOUDAY	SUN	
6				6			SUN		SAT	SAT		SUN		HOUDAY	
7				7		SAT			SUN	SUN				SAT	
8				8		SUN						SAT		SUN	
9				9				SAT				SUN			
10				10	SAT			SUN			SAT		SAT		
11				11	SUN	HOUDAY					SUN		SUN	SAT	
12				12	HOUDAY		SAT					SAT		SUN	
13				13		SUN		SUN	SAT	SAT		SUN			
14				14		SAT			SUN	SUN				SAT	
15				15		SUN		HOUDAY				SAT		SUN	
16				16			SAT				SUN				
17				17	SAT			SUN		SAT			SAT		
18				18	SUN			HOUDAY			SUN		SUN	SAT	
19				19			SAT					SAT		SUN	
20				20			SUN		SAT	SAT		SUN			
21				21		SAT			SUN	SUN				SAT	
22				22		SUN					SAT		SUN		
23				23			SAT				SUN				
24				24	SAT			SUN			SAT	HOUDAY	SAT		
25				25	SUN		HOUDAY				SUN		SUN	SAT	
26				26		HOUDAY	SAT					SAT		SUN	
27				27			SUN		SAT	SAT		SUN			
28				28		SAT			SUN	SUN				SAT	
29				29		SUN					SAT		SUN		
30				30			SAT				SUN				
31				31	SAT			SUN				SAT			
32	1ST QTR BY:		2ND QTR BY:		3RD QTR BY:		4TH QTR BY:								
33	MAGS / GEAR REQ				WEAPONS SET DATA FOR EXCEL POSTING										
34															
35															
36															
37															
38															
43															
44															
45					FLETC OR AGENCY				WEAPON MAKE/MODEL/SET DATA				DATE	PT (S)	FIXED
46															
47															
48															
CALIBER(S)		SET TOTAL	REMARKS												
223															
9MM															
38															
357															
40															
45															
12GA															
SET TOTAL															
SET NUMBER/COLOR															
				CLASS OR SET NUMBER				LOCATION / SAFE / DR / ROW				RANGE ORIGIN FOR RET			

ATTACHMENT 22

FIREARMS DIVISION
QUARANTINED AMMUNITION

CODE NO: _____ DATE: _____

CALIBER: _____

QUANTITY: _____

MFG PRODUCT N(): _____

LOT NO: _____

THIS AMMUNITION HAS BEEN QUARANTINED FOR THE FOLLOWING REASON:

DO NOT USE

NOTE: _____

DISTRIBUTION:
COPY 1: ATTACH TO AMMUNITION
COPY 2: CONTRACTOR
COPY 3: COTR

Exhibit 24

ATTACHMENT 25

Ammo Storage		
Building Number	Room Number	Descriptive Name
221	128.1	Issue Room
221	N/A	Bunker
166	151	WASDA
142	N/A	Bunker
111		Ammo Bunker
112		Ammo Bunker
115		Ammo Bunker
117		Ammo Bunker

Equipment Storage		
Building Number	Room Number	Descriptive Name
221	162	Annex Cage 6
221	128	Issue Room
221	127	Storage Room
166	151	WASDA
166	155	Storage Room
142	N/A	Area 2
110	N/A	Warehouse
797.2	N/A	IACD I Shed
797.1	N/A	IACD II Shed
794	N/A	IACD III Shed
798	N/A	IACD IV Shed
148.1	N/A	IACD V Shed
		IACD VI & VII Shed
13	N/A	(Skeet Field)

Weapon Storage		
Building Number	Room Number	Descriptive Name
166	155	WASDA
166	151	Storage Room
221	162	Annex Cage 1
221	162	Annex Cage 2
221	162	Annex Cage 3
221	162	Annex Cage 4
221	162	Annex Cage 5
221	162	Annex Cage 6
221	162	Annex Cage 7
221	162	Annex Cage 8
221	162	Annex Cage 9
221	162	Annex Cage 10
221	127	Storage Room
142	N/A	Area 2

Issue Points		
Building Number	Room Number	Descriptive Name
166	155	WASDA
221	128	Issue Room

Ranges				
Building Number	Room Number	Descriptive Name	(Optional Information)	Restriction
221	141	Range A	Firing Lines 1 - 12	RH AMMO Only
221	146	Range A	Firing Lines 13 - 24	RH AMMO Only

ATTACHMENT 26

Standard Contractor Performance Report

Highlighted blocks are required to be completed.

Evaluation Type: Interim Final <i>(check one)</i>		Reporting Period: From _____ to _____	
Evaluating Organization <i>(Fire Name):</i>		Contract Number:	Order Number <i>(Resource Order/Incident #):</i>
Contracting Office:		Contractor Name:	
Contractor Name:		Contractor Address:	
DUNS:	City:	State:	
Additional or Alternate Contractor Name:	Zip/Postal Code:	Country:	
TIN:	Industrial Code (NAICS):	Commodity Code:	Contract Type:
Contract Award Date:	Contract Expiration Date:	Contract Value:	
Requirement Description <i>(Equipment Type):</i>			

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service *(How did the Contractor perform, document any noncompliance or performance issues)*

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding
------------------	--------	--------	--------	-------------	---------------

Government Comments for Quality of Product or Service (2000 characters maximum):

Timeliness of Performance *(Did the Contractor arrive when expected, demob timely, and perform the work in a timely manner)*

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding
------------------	--------	--------	--------	-------------	---------------

Government Comments for Timeliness of Performance (2000 characters maximum):

Business Relations *(Did the Contractor perform in a business-like manner, complete administrative requirements timely)*

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding
------------------	--------	--------	--------	-------------	---------------

Government Comments for Business Relations (2000 characters maximum):

ATTACHMENT 28

Instructions

Start Over

Print



Employment Eligibility Verification
 Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name) ?	First Name (Given Name) ?	Middle Initial ?	Other Last Names Used (if any) ?
Address (Street Number and Name) ?		Apt. Number ?	City or Town ?
		State ?	ZIP Code ?
Date of Birth (mm/dd/yyyy) ?	U.S. Social Security Number ?	Employee's E-mail Address ?	Employee's Telephone Number ?

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States ?	
<input type="checkbox"/> 2. A noncitizen national of the United States (See instructions) ?	
<input type="checkbox"/> 3. A lawful permanent resident ? (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work ? until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (See instructions)	
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.	
1. Alien Registration Number/USCIS Number: ? _____ OR 2. Form I-94 Admission Number: ? _____ OR 3. Foreign Passport Number: ? _____ Country of Issuance: ? _____	QR Code - Section 1 Do Not Write In This Space
Signature of Employee ?	Today's Date (mm/dd/yyyy) ?

Preparer and/or Translator Certification (check one): ?

I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator ?		Today's Date (mm/dd/yyyy) ?	
Last Name (Family Name) ?		First Name (Given Name) ?	
Address (Street Number and Name) ?		City or Town ?	State ? ZIP Code ?

Click to Finish

STOP *Employer Completes Next Page* STOP

ATTACHMENT 29

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Form Approved
OMB No. 3208-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 28, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3208-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

U.S. Office of Personnel Management
5 U.S.C. 1302, 3301, 3304, 3328 & 8716

Optional Form 306
Revised October 2011
Previous editions obsolete and unusable

ATTACHMENT 30

RFQ HSFLGL-17-Q-00018
EMPLOYEE ASSISTANCE PROGRAM
FLETC, GLYNCO GEORGIA

DEPARTMENT OF HOMELAND SECURITY NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:	Protected Critical Infrastructure Information (PCI)
-----------	--

I attest that I am familiar with, and I will comply with all requirements of the PCI program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCI Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCI Program Manager or the PCI Program Manager's designee.

Initials:	Sensitive Security Information (SSI)
-----------	---

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:	Other Sensitive but Unclassified (SBU)
-----------	---

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

ATTACHMENT 31

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ATTACHMENT 32

Standard Form 86C
Revised July 2008
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

STANDARD FORM 86 CERTIFICATION (SF 86C)

Form approved:
OMB No. 3206-0005
NSN 7540-01-500-4881
86-111

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on page 2. If you have any questions, contact the office that gave you this form.

The Standard Form 86 (SF 86), Questionnaire for National Security Positions, is completed by persons under consideration for or retention in national security positions as defined in 5 CFR 732 and for positions requiring access to classified information, as defined in Executive Order 12968. Depending upon the purpose of your investigation, the United States (U.S.) Government is authorized to ask for this information under Executive Orders 10450, 10865, 12333, and 12968; Sections 3301, 3302, and 9101 of title 5, U.S. Code (U.S.C.); Sections 2165 and 2201 of title 42, U.S.C.; chapter 23 of title 50, U.S.C.; and parts 2, 5, 731, 732, and 736 of title 5, Code of Federal Regulations.

There are many situations where individuals are required to fill out a new SF 86 when the sole purpose is to determine if any information on a previously executed SF 86 has changed. This requires extensive work by the individual even if nothing has changed. The SF 86C is a certification document that allows the reporting of changes in previously reported information on the SF 86. This certification will be in lieu of completing a new SF 86 and will allow the individual to indicate that there have been no changes in the data provided on the most recently filed SF 86 or it will allow the individual to easily provide new or changed information. No investigation will be initiated based solely on the execution of this form.

Your Social Security Number (SSN) is needed to identify your unique records. Although disclosure of your SSN is not mandatory, failure to disclose your SSN may prevent or delay the processing of your background investigation. The authority for soliciting and verifying your SSN is Executive Order 9397.

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
3. Except as noted in Question 23 and 27, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.
5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
10. To the National Archives and Records Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information averages 15 minutes, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to OPM Forms Officer, U.S. Office of Personnel Management, 1900 E Street NW, Washington, DC 20415. Do not send your completed form to this address, send it to the office that provided you the form. The OMB clearance number, 3206-0005, is currently valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

ATTACHMENT 33

QUALITY ASSURANCE SURVEILLANCE PLAN FOR FIREARMS SUPPORT SERVICES

This document is for the use of the COR and the Contracting Officer. It is not a part of any contractual arrangement and is provided for information only. It is not to be considered definitive and may be changed by the Contracting Officer without discussion at any time.

PURPOSE:

The purpose of this exhibit is to explain the quality assurance methods the Government will use to evaluate the Contractor's performance in meeting the contract requirements.

The Quality Assurance Surveillance Plan (QASP) is FOR THE USE OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND THE CONTRACTING OFFICER. It is provided for INFORMATIONAL PURPOSES only, to demonstrate to the Contractor how the Government will monitor contract performance. It is a supplement to the solicitation and contract and shall not be considered a part of the solicitation nor of any resulting contract. The Government reserves the right to change or rectify procedures contained in this plan at any time -- including modifying the type and frequency of items surveilled.

NOTE: The right of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Default or Termination clauses. Any deductions pursuant to the Performance Requirements Summary (PRS) shall reflect the reduced value of services to be performed under the contract. The contractor shall not be relieved off full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a deduction was previously taken for any inadequate performance.

TABLE OF CONTENTS

1. Introduction
2. COR/Inspector Evaluation Schedule
3. Actual Surveillance
4. Random Sampling Surveillance
5. Inform Contract Manager
6. Contract Discrepancy Report (CDR)
7. Other Surveillance Methods
8. Surveillance by Customer Complaint
9. Reduced Inspections

ATTACHMENT 34

Standard Form 86
Revised December 2010
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

QUESTIONNAIRE FOR NATIONAL SECURITY POSITIONS

Form approved:
OMB No. 3206 0005

Follow instructions completely or your form will be unable to be processed. If you have any questions, contact the office that provided you the form.

All questions on this form must be answered **completely and truthfully** in order that the Government may make the determinations described below on a complete record. Penalties for inaccurate or false statements are discussed below. **If you are a current civilian employee of the federal government:** failure to answer any questions completely and truthfully could result in an adverse personnel action against you, including loss of employment; with respect to Sections 23, 27, and 29, however, neither your truthful responses nor information derived from those responses will be used as evidence against you in a subsequent criminal proceeding.

Purpose of this Form

This form will be used by the United States (U.S.) Government in conducting background investigations, reinvestigations, and continuous evaluations of persons under consideration for, or retention of, national security positions as defined in 5 CFR 732, and for individuals requiring eligibility for access to classified information under Executive Order 12968. This form may also be used by agencies in determining whether a subject performing work for, or on behalf of, the Government under a contract should be deemed eligible for logical or physical access when the nature of the work to be performed is sensitive and could bring about an adverse effect on the national security.

Providing this information is voluntary. If you do not provide each item of requested information, however, we will not be able to complete your investigation, which will adversely affect your eligibility for a national security position, eligibility for access to classified information, or logical or physical access. It is imperative that the information provided be true and accurate, to the best of your knowledge. Any information that you provide is evaluated on the basis of its currency, seriousness, relevance to the position and duties, and consistency with all other information about you. Withholding, misrepresenting, or falsifying information may affect your eligibility for access to classified information, eligibility for a sensitive position, or your ability to obtain or retain Federal or contract employment. In addition, withholding, misrepresenting, or falsifying information may affect your eligibility for physical and logical access to federally controlled facilities or information systems. Withholding, misrepresenting, or falsifying information may also negatively affect your employment prospects and job status, and the potential consequences include, but are not limited to, removal, debarment from Federal service, loss of eligibility for access to classified information, or prosecution.

This form is a permanent document that may be used as the basis for future investigations, eligibility determinations for access to classified information, or to hold a sensitive position, suitability or fitness for Federal employment, fitness for contract employment, or eligibility for physical and logical access to federally controlled facilities or information systems. Your responses to this form may be compared with your responses to previous SF-86 questionnaires.

The investigation conducted on the basis of information provided on this form may be selected for studies and analyses in support of evaluating and improving the effectiveness and efficiency of the investigative and adjudicative methodologies. All study results released to the general public will delete personal identifiers such as name, social security number, and date and place of birth.

Authority to Request this Information

Depending upon the purpose of your investigation, the U.S. Government is authorized to ask for this information under Executive Orders 10450, 10865, 12333, and 12968; sections 3301, 3302, and 9101 of title 5, United States Code (U.S.C.); sections 2165 and 2201 of title 42, U.S.C.; chapter 23 of title 50, U.S.C.; and parts 2, 5, 731, 732, and 736 of title 5, Code of Federal Regulations (CFR).

Your Social Security Number (SSN) is needed to identify records unique to you. Although disclosure of your SSN is not mandatory, failure to disclose your SSN may prevent or delay the processing of your background investigation. The authority for soliciting and verifying your SSN is Executive Order 9397.

The Investigative Process

Background investigations for national security positions are conducted to gather information to determine whether you are reliable, trustworthy, of good conduct and character, and loyal to the U.S. The information that you provide on this form may be confirmed during the investigation. The investigation may extend beyond the time covered by this form, when necessary to resolve issues. Your current employer may be contacted as part of the investigation, although you may have previously indicated on applications or other forms that you do not want your current employer to be contacted. If you have a security freeze on your consumer or credit report file, then we may not be able to complete your investigation, which can adversely affect your eligibility for a national security position. To avoid such delays, you should request that the consumer reporting agencies lift the freeze in these instances.

In addition to the questions on this form, inquiry also is made about your adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to demonstrate a person is not reliable, trustworthy, or loyal. Federal agency records checks may be conducted on your spouse, cohabitant(s), and immediate family members. After an eligibility determination has been completed, you also may be subject to continuous evaluation, which may include periodic reinvestigations, to determine whether retention in your position is clearly consistent with the interests of national security.

Your Personal Interview

Some investigations will include an interview with you as a routine part of the investigative process. The investigator may ask you to explain your answers to any question on this form. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often assists in completing your investigation. It is imperative that the interview be conducted immediately after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

For the interview, you will be required to provide photo identification, such as a valid state driver's license. You may be required to provide other documents to verify your identity, as instructed by your investigator. These documents may include certification of any legal name change, Social Security card, passport, and/or your birth certificate. You may also be asked to provide documents regarding information that you provide on this form, or about other matters requiring specific attention. These matters include (a) alien registration or naturalization documents; (b) delinquent loans or taxes, bankruptcies, judgments, liens, or other financial obligations; (c) agreements involving child custody or support, alimony, or property settlements; (d) arrests, convictions, probation, and/or parole; or (e) other matters described in court records.

Instructions for Completing this Form

1. Follow the instructions, provided to you by the office that gave you this form and any other clarifying instructions provided by that office to assist you with completion of this form. You must sign and date, in ink, the original and each copy you submit. You should retain a copy of the completed form for your records.
2. Type or legibly print your answers in ink. If the form is not legible, it will not be accepted. You may also be asked to submit your form using the approved electronic format.
3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form with "N/A," unless otherwise noted.
4. Any changes that you make to this form, after you sign it, must be initialed and dated by you. Under extremely limited circumstances, agencies may modify your response(s) with your consent.
5. You must use the Location codes (abbreviations), immediately following the Privacy Act Routine Uses, when you fill out this form. Do not abbreviate the names of cities or foreign countries.
6. Place of birth requires Country entry, even if in the U.S.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – Representation, Certification, And Other Statements Of Bidders

K.1 52.252-1 Solicitation Provisions Incorporated by Reference

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): www.acquisition.gov

K.2 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

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

(End of clause)

K.3 52.209-7 – Information Regarding Responsibility Matters. (OCT 2018)

a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more;
or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

K.4 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Service Equipment (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

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

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

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

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

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

(End of provision)

K.5 52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**K.6 52.212-3 Offeror Representations and Certification – Commercial Items
(MAR 2020)**

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. “Sensitive technology”—
Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors)

amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

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

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If

any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-

the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not

delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to*

indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals

owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

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

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the

last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: .

(Do not use a “doing business as” name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available)

funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

- L.1 52.204-7 System for Award Management (OCT 2018)**
- L.2 52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)**
- L.3 52.212-1 Instructions to Offerors – Commercial Items (NOV 2021)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

(2)

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(3) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(4) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard

(<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(5) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

(End of provision)

ADDENDUM TO FAR 52.212-1 - Instructions to Offerors Commercial Items (MAR 2020)

1. Paragraph b has been changed to: Submission of offers: See paragraph L.7 below.

2. Paragraph c has been changed to: *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

3. Paragraph d does not apply.

4. Paragraph e is to be deleted. Multiple offers will not be considered.

5. Paragraph h does not apply. This is not a multiple award acquisition.

6. Paragraph i does not apply.

L.4 52.214-34 Submission of Offers in the English Language (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of Provision)

L.5 52.214-35 Submission of Offers in U.S. Currency (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of Provision)

L.6 52.233-2 -- Service of Protest. (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Federal Law Enforcement Training Center; Procurement Division; 1131 Chapel Crossing Road, Building # 99; Glynco, GA 31524.

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

(End of Provision)

L.7 Proposal Submission Instructions

The Government intends to make one award without discussion with Offerors. The Government reserves the right to discuss submissions and/or ask clarification questions to contractors submitting a proposal if deemed in the Government's best interest. The contracting officer will determine the responsibility of each proposal. A non-responsible and/or non-responsive proposal will preclude an evaluation and subsequent award.

The Offeror shall clearly present information adequate to evaluate fully each of the evaluation criteria listed in this solicitation. Therefore, the Offeror is advised to carefully read the entire RFP.

Any objections to the RFP requirements must be communicated with submission of written proposal for experience.

All proposal clarifications/questions shall be received via email to James.S.Hicks@fletc.dhs.gov, no later than 2:00 PM ET, Thursday, September 8, 2022.

Late questions/comments may not be considered. The Government will not provide any information concerning questions in response to telephone calls from Offerors. The Government reserves the right not to answer any or all vendor questions. If questions/comments are answered they will be posted on beta.sam.gov as a special notice. Offerors are strongly encouraged to seek clarification on solicitation requirements in lieu of submitting copious assumptions with their pricing proposal.

GENERAL INFORMATION

The Government intends to make one award without discussion with Offerors. The Government reserves the right to discuss submissions and/or ask clarification questions to contractors submitting a proposal if deemed in the Government's best interest. The contracting officer will determine the responsibility of each proposal. A non-responsible and/or non-responsive proposal will preclude an evaluation and subsequent award.

The Offerors shall clearly present information adequate to evaluate fully each of the evaluation criteria listed in this solicitation. Therefore, the Offeror is advised to carefully read the entire RFP.

Any objections to the RFP requirements must be communicated with submission of written proposal for experience (Phase 1). Offerors Representations and Certifications (Section K clauses filled in or statement that all representations and certifications are listed in System for Award Management (SAM)) are to be submitted with Phase 1 documentation in a Microsoft compatible format. This information will not be counted as the seven (7)-page limit.

All proposal clarifications/questions shall be received via email to James Hicks at e-mail address: James.S.Hicks@fletc.dhs.gov no later than 2:00 PM ET, September 8, 2022.

Late questions/comments may not be considered. The Government will not provide any information concerning questions in response to telephone calls from Offerors. The Government reserves the right not to answer any or all vendor questions. If questions/comments are answered, they will be posted on beta.sam.gov as a special notice. Offerors are strongly encouraged to seek clarification on solicitation requirements in lieu of submitting copious assumptions with their pricing proposal.

GENERAL INFORMATION

This source selection will utilize a two-phase advisory down-select process. Phase 1 will consist of the written submission and evaluation of Factor 1 – Prior Experience only. After evaluating all submissions, each offeror will be notified of its viability of being competitive in Phase 2. Offerors who were not among the most highly rated will be advised that they are unlikely to be viable competitors. The intent of this advice is to minimize proposal development costs for those Offerors with little to no chance of receiving an award. However, the Government’s advice will be a recommendation only, and those Offerors who are advised not to proceed may elect to continue their participation in the procurement. All Offerors who elect to advance to Phase 2 will have two business days to notify the Contracting Officer of their intent to proceed. Offerors who elect to advance to Phase 2 will receive instructions on when to submit Phase 2 proposal volumes via email. The Government anticipates providing two weeks from the date that Phase 2 instructions are provided for the due date of Phase 2 responses. Failure to participate in Phase 1 of the procurement precludes further consideration of an Offeror.

Phase 1 Submission of proposal shall be received by the Government no later than 2:00 pm ET, October 14, 2022.

Proposal documents are to be emailed to James Hicks at e-mail address: James.S.Hicks@fletc.dhs.gov.

Offerors are limited to one (1) email proposal. Multiple proposals will not be accepted nor evaluated and could cause all proposals to be considered unresponsive. All submissions shall be marked “70LGYL22RGLB00007 Proposal Source Selection Material” in the subject line.

Information furnished by the Contractor 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 personally identifiable information must be clearly marked. Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the requirements of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government

records and information and must ensure that all work performed by its Subcontractor(s) shall be under the supervision of the Contractor or the Contractor's employees.

Proposals must be prepared in accordance with the instructions and provide all required information in the format specified herein. Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

Proposal must set forth full, accurate, and complete information as required by the Request for Proposal. There is a criminal penalty for making false statements.

Offerors are advised that the use of generalized statements such as; The Offeror understands, or the Offer can and will comply with the requirements, or "standard procedures will be used," "well known techniques will be used," or statements that paraphrase the requirements of the PWS or RFP in whole or in part, will not constitute compliance with the requirements concerning the content of responses, thereby rendering the proposal non-responsive.

The Offerors initial submission will be the Prior Experience Volume. This submission is to **only include** a cover sheet and a narrative concerning experience as outlined below. Submission is limited to seven (7) pages, One (1) of the seven (7) pages is the cover sheet which at the minimum should include the solicitation number and contractor's information (company name; address; point of contact; point of contact's email address and phone number; DUNs number; and Unique Entity Identifier). Additional information can be added to this cover sheet. Each page is to be no larger than letter size (8.5"X11"); one (1) sided; font is to be no smaller than times new roman font 11; and Microsoft Office compatible. All tables and exhibits are to be included in the seven-count page limit. This volume shall include the following for the Government's Consideration:

Volume contents:

Phase 1: Factor 1- Prior Experience – Seven (7)-Page Limit (including cover sheet):

Offeror shall describe and present specific experience for work that has been performed within the past five years that are similar in scope and complexity of the requirement, in which the Offeror has provided Logistics Services (and identify whether the Offeror performed as the prime contractor or subcontractor). The Offeror should address experience as it relates to the PWS with specific attention given to the following areas:

Describe your teams experience in managing a facility support services consisting of maintaining ranges, maintaining and distribution of assorted ammunition, the collection of brass casing, and lead fragments

Offeror may include the same information listed above for subcontractors; however, no information for the sub and prime shall exceed the page limit. For the contracts reference, the vendor shall include a contract number, contract total dollar value, and a brief narrative regarding the project's scope and complexity. The information shall be sufficiently detailed that the evaluators can determine whether the example(s)

demonstrate the prime vendor's experience.

Offerors submissions will not be accepted from Offerors who have not submitted Phase 1 Written Submissions by the due date and time stated in this solicitation.

The Government will only evaluate six (6) pages as listed above. If the offeror submits more than the limit listed, the extra page(s) will not be evaluated.

Phase 2: Factor 2 – Management, Staffing, and Scheduling/Technical Approach

A. Phase 2 will consist of a written proposal to **only include** a cover sheet and a narrative outlining the offerors' approach to Management, Staffing, and Scheduling/Technical aspects as outlined in the paragraphs below. Submission is limited to 30 pages. One (1) of the 30 pages is the cover sheet with at the minimum should include the solicitation number and contractor's information (company name; address; point of contact; point of contact's email address and phone number; DUNs number; and Unique Entity Identifier). Additional information can be added to this cover sheet. Each page is to be no larger than letter size (8.5"X11"); one (1) sided; font is to be no smaller than times new roman font 11; and Microsoft Office compatible. All tables, exhibits, etc. are to be included in the 30-page limit. This volume shall include the following for the Government's Consideration:

Staffing Plan: Present a Staffing Plan that provides the Offeror's approach to ensure that the Contractor has the required staff to meet the requirements of the Performance Work Statement and to adjust to changing staffing requirements. A Staffing Matrix shall be provided that includes a list of labor categories, the function of each labor category, and the number of productive hours that will be provided with each labor category. Any teaming (including subcontractor) arrangements and percentage of work to be performed by the prime contractor must be described.

Recruitment Approach: Present a recruitment approach that clearly and concisely demonstrates how the Offeror will recruit and retain qualified personnel for this requirement. Offerors are to identify which personnel are already on staff and available and identify which personnel are being sought. Offerors are to present how their company's available hiring pool contains enough qualified personnel to ensure continued support throughout the life of the contract. The Offeror shall demonstrate the Offeror's ability to retain staff to mitigate risk and provide a cross functional team that collectively possesses knowledge in all functional areas. The Offeror shall state an example in which the Offeror was required to increase personnel staffing and the measures in which this was accomplished.

Key Personnel: The offeror shall explain how it will hire and retain key personnel as well as how it will hire and retain personnel for overall staffing of the contract.

Management Plan: The Offeror shall clearly and concisely demonstrate how the Offeror will:

1. Track and control the work;
2. Ensure timeliness of performance during planned and surge periods;
3. Maintain responsiveness and customer satisfaction.
4. Execute effective verbal and written correspondence
5. Perform conflict management and work in a team environment
6. The Offeror shall address how it will manage multiple scenarios occurring simultaneously at one location with each group geographically separated on the same campus.

Scheduling. Describe your company's experience managing significant fluctuation in work schedules (i.e. today's schedule reflected four office moves of various complexities. Upon arrival to the work area you find out no one is at the location to gain access to the work area. Due to this unforeseen circumstance how would your scheduling be adjusted to meet the customer's stated timeline while maximizing your staffs efficiency to the greatest possible extent.

Phase 2: Factor 3 - Past Performance

This is to be a separate volume from Price; phase 2 written submission. This volume shall **only** address past performance. The offeror shall provide information on not more than three (3) contracts performed (as a prime contractor or subcontractor) within the last five (5) years that is the same as or similar to this effort in terms of type, scope and complexity. To be considered, past performance data may not be older than five (5) years from the date of the proposal and may include active contracts. The contractor shall include those contracts entered by the federal government, agencies of state and local government, and commercial customers.

If the offeror proposed teaming partner(s) or subcontractor(s) in response to this RFP, the offeror shall provide addition information on not more than two (2) contracts performed by the other teaming partner(s) or subcontractor(s) (as a prime contractor or subcontractor) within the last five (5) years that is the same as or similar to this effort in terms of type, scope and complexity. To be considered, past performance data may not be older than five (5) years from the date of the proposal and may include active contracts. The contractor shall include those contracts entered by the federal government, agencies of state and local government, and commercial customers. This is in addition to the three (3) contracts listed in the paragraph above.

The offeror shall include the following information on each contract submitted: 1) Name of Agency; 2) Primary Point of Contact (name, title, phone, and email); 3) Prime or Subcontractor; 4) Contract Number; 5) Contract Type; 6) Period of Performance; 7) Total Contract Dollar Value; and 8) Brief Description of the Work completed within the Scope of the Contract. Submission is limited to ten (10) pages to include the cover sheet. Each page is to be no larger than letter size (8.5"X11"); one (1) sided; font is to be no smaller than times new roman font 11; and Microsoft Office compatible. All tables, exhibits, etc. are to be included in the ten-count page limit.

Phase 2: Factor 4 - Price

This volume shall **only** address price. The offeror shall identify all resources required to accomplish the work required by the PWS. Price proposal shall include price for the phase-in period, base period and all option periods.

- i. The contract type for this contract is firm-fixed price (FFP) with labor hour contract provisions. A complete identification of all resources required to accomplish the work required by the PWS, delineating prime contractor from subcontractor shall be included. This data will be utilized in assessing compliance associated with FAR Clause 52.219-14, Limitations on Subcontracting.
- ii. Offerors shall provide a detailed breakdown of how it arrived at proposed costs as follows: Contract Line Item Number, Description, Service Contract Act (SCA) Occupation Code, Firm Fixed Price (FFP), Direct Labor Categories and Rates, for all proposed exempt and non-exempt positions; clearly identifying the proposed positions as exempt or non-exempt, full time equivalents for each labor category, 2080 FTE hours, overtime hours and rate (if applicable based on technical proposal), proposed exempt and non-exempt fringe benefits, to include FUTA, SUTA, Workers Comp, Health & Welfare, Annual Benefit Funds, Burdened Labor Rates, Site and Individual Other Direct costs, Overhead, G&A, and Profit.
- iii. For non-exempt positions not conformed through Department of Labor (DOL), the offeror shall provide rationale for development of the position and applicable wage rate in the cost/pricing rationale section of the price proposal. Subcontractor, if applicable, shall submit pricing detail correlating to that required herein. Should subcontractor information be considered proprietary, subcontractor information shall be submitted to James Hicks, Contracting Officer at email address: James.S.Hicks@fletc.dhs.gov.
- iv. Price proposal shall include the completed price breakdown on excel spreadsheet of all costs associated with this requirement to include labor, materials, equipment, supplies and other services in accordance to pricing section of the solicitation.
- v. This submission should include the Standard Form 1449 signed and dated.
- iv. All acknowledgement of amendments are to be included in the Price submission.

Offerors are cautioned that any noncompliance with the terms and conditions of this solicitation may cause their proposal to be determined unacceptable.

Volume contents:

Phase 1 - Prior Experience – Six (6) Page Limit:

The Offeror's initial submission will be the Prior Experience Volume, which is limited to six (6) pages (front and back no smaller than times new roman font 11 and Microsoft Office compatible), and shall include the following for the Government's Consideration:

Provide a narrative that clearly and concisely demonstrates the Offeror's prior experience (either prime or subcontractor) and knowledge to successfully perform the requirements within the Statement of Work. Offeror shall: 1) reference and present contracts that have been performed within the past three years that are similar in scope and complexity of the this requirement, in which the Offeror had provided Firearms Support Services (and identify whether the Offeror performed as the prime contractor or subcontractor) where law enforcement based training scenarios were being applied and 2) explain how the prior experience and knowledge gained will allow you to successfully perform the requirements within this acquisition. For the contracts referenced the vendor shall include: a contract number, contract total dollar value, and a brief narrative regarding the project's scope and complexity. The information shall be sufficiently detailed that the evaluators can determine whether the example(s) demonstrate the prime vendor's experience.

Failure to participate in Step 1 precludes further consideration of an Offeror. Offeror submissions will not be accepted from Offerors who have not submitted Step 1 – Written Submissions by the due date and time stated in this solicitation.

The Government will only evaluate six (6) pages as listed above. If the offeror submits more than the limit six (6) pages listed; then any extra pages will not be evaluated.

Phase 2 – Management, Staffing, and Scheduling Approach – Oral Presentation with Slides

Within three (3) days of the Government's issuance of the Advisory Notice, Contractors wishing to participate in Phase 2 - Oral Presentations shall provide the following to the Contracting Officer via email at James.S.Hicks@fletc.dhs.gov:

The names of the attendees, their current employers, and their intended roles on the contract and whether they are proposed as key personnel.

An Adobe PDF document of the Offeror's Representations and Certifications (Section K clauses filled in or statement that all representations and certifications are listed in System for Award Management (SAM)).

Upon the timely submission of the items above, the Contracting Officer will provide the following:

A due date for Slides, Price, and Past Performance will be given. This due date will be approximately two (2) weeks from the issuance of the Advisory Notice.

A date, time, and telephone number for the Oral Presentation will also be given at this time.

Phase 2 will consist of a telephone call between the offeror and the Government. The Offeror will provide a briefing. This briefing shall be no longer than one (1) hour and shall address the evaluation factors listed below for Management, Staffing, and Scheduling Approach. The Offeror's slide presentation will not be evaluated. Slides are only to assist in the oral presentation. Offeror's slide presentation shall be no more than 40 slides; no smaller than times new roman font 11; and must be Microsoft Office compatible. If more than 40 slides are submitted; then the offeror may be considered unresponsive, and their company proposal may not be considered for an award.

Phase 2 (The Management, Staffing, and Scheduling) approach shall include the Contractor's approach that clearly demonstrates its ability to provide project management and labor resources to accomplish the requirements of the Statement of Work on time and to include the mapping of staff to the task and functional areas they support.

At a minimum, Offerors shall demonstrate the following:

Staffing Plan: Present a Staffing Plan that provides the Offeror's approach to ensuring that the Government has the required staff to meet the requirements of the Statement of Work and to adjust to changing staffing requirements. A Staffing Plan that includes a list of labor categories, and function of each labor category. Any teaming (including subcontractor) arrangements and percentage of work to be performed by the prime contractor are described. The Offeror shall address the largest number of Firearms Support Services staff employed at one time.

Recruitment Approach: Present a recruitment approach that clearly and concisely demonstrated how the Offeror will recruit and retain qualified personnel for this requirement. Offerors are to identify which personnel are already on staff and available and identify which personnel are being sought. Offerors are to present how their company's available hiring pool contains enough qualified personnel to ensure continued support throughout the life of the contract. The Offeror shall demonstrate the Offeror's ability to retain staff to mitigate risk and provide a cross functional team that collectively possesses knowledge in all functional areas. The Offeror shall state an example in which the Offeror was required to increase personnel staffing and the measures in which this was accomplished. The Offeror shall address their hiring practices for Firearms Support Services on the appropriate scale to meet requirements.

Key Personnel: The offeror shall explain how it will hire and retain key personnel as well as how it will hire and retain personnel for overall staffing of the contract.

Management Plan: The Offeror shall clearly and concisely demonstrates the Offeror's ability to:

1. Track and control the work;
2. Ensure timeliness of performance during planned and surge periods;
3. Maintain responsiveness and customer satisfaction.
4. Execute effective verbal and written correspondence
5. Perform conflict management and work in a team environment
6. The Offeror shall address how it will manage multiple scenarios occurring simultaneously at one location with each group geographically separated on the same campus.

Past Performance

The offeror shall provide information on at least three contracts performed (as a prime contractor or subcontractor) within the last three (3) years that is the same as or similar to this effort in terms of type, scope and complexity. To be considered, past performance data may not be older than three (3) years from the date of the proposal and may include active contracts. The contractor shall include those contracts entered into by the federal government, agencies of state and local government, and commercial customers.

If the offeror proposed teaming partner(s) or subcontractor(s) in response to this RFP, the offeror shall provide two additional past performance questionnaires for each teaming partner(s) and/or subcontractor(s) for contracts entered into by the federal government, agencies of state and local governments, and/or commercial customers.

The offeror shall include the following information on each contract submitted: 1) Name of Agency; 2) Primary Point of Contact (name, title, phone, and email); 3) Prime or Subcontractor; 4) Contract Number; 5) Contract Type; 6) Period of Performance; 7) Total Contract Dollar Value; and 8) Brief Description of the Work completed within the Scope of the Contract. Information submitted shall not exceed six (6) pages (front and back no smaller than times new roman font 11 and Microsoft Office compatible).

Price

i. The offeror shall identify all resources required to accomplish the work required by the PBWS. Price proposal shall include price for the phase-in period, base period and all option periods.

ii. The contract type for this contract is a firm-fixed price (FFP) line item. Include complete identification of all resources required to accomplish the work required by the PBWS, delineating prime contractor from subcontractor. This data will be utilized in assessing compliance associated with FAR Clause 52.219-14, Limitations on Subcontracting.

iii. Offerors shall provide a detailed breakdown of how it arrived at proposed costs as follows: Contract Line Item Number, Description, Service Contract Act (SCA) Occupation Code, Firm Fixed Price (FFP), Direct Labor Categories and Rates, for all proposed exempt and non-exempt positions; clearly identifying the proposed positions as exempt or non-exempt, full-time equivalents for each labor category, 2080 FTE hours, overtime hours and rate (if applicable based on technical proposal), proposed exempt and non-exempt fringe benefits, to include Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA), Workers Compensation, Health & Welfare, Annual Benefit Funds, Burdened Labor Rates, Site and Individual Other Direct costs, Overhead, General and Administration (G&A), and Profit.

iv. For non-exempt positions not conformed through Department of Labor (DOL), the offeror shall provide rationale for development of the position and applicable wage rate in the cost/pricing rationale section of the price proposal. Subcontractor, if applicable, shall submit pricing detail correlating to that required herein. Should subcontractor information be considered proprietary, subcontractor information shall be submitted to James Hicks, Contracting Officer at email address: James.S.Hicks@fletc.dhs.gov.

v. Price proposal shall include completed price breakdown of all labor including material, supplies and other services in accordance with pricing section of the solicitation.

Offerors are cautioned that any noncompliance with the terms and conditions of this solicitation may cause their proposal to be determined unacceptable.

L.8 Options

Offerors shall price the option requirements by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor for the initial twelve-month period of performance will apply to the additional option periods. The minimum wage rates and fringe benefits applicable to the initial period of performance are outline in the U.S. Department of Labor Wage Determinations located in Section J of this solicitation.

END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Award

Offerors will be evaluated on an all or none basis inclusive of the option years. Award will be made in accordance with M.2.

M.2 52.212-2 Evaluation – Commercial Items (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:

Factor 1: Experience

Factor 2: Management, Staffing, and Scheduling Approach

Factor 3: Past Performance

Factor 4: Price

Factor 1 is more important than Factor 2.

Factor 2 is more important than Factor 3.

The non-price factors (Factors 1, 2, and 3) when combined, are approximately equal to Factor 4 (Price). As ratings for Factors 1, 2, and 3 become equal, the importance of Factor 4 (Price) may increase.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

ADDENDUM TO FAR 52.212-2:

FACTOR 1 - PRIOR EXPERIENCE

The Government will evaluate the extent to which the Offeror possesses the vice experience (either prime or subcontractor) and knowledge to successfully perform the requirements within the Statement of Work. The Government will assess prior experience of the proposed Offeror in providing Firearms Support Services, which are similar in

scope and complexity of this requirement based on FLETC historical data, to measure the likelihood of success in performing the solicitation's requirements.

Based on this initial evaluation, each offeror will be notified of the Government's recommendation on continuing with the next phase of proposal submissions.

FACTOR 2 –MANAGEMENT, STAFFING, AND SCHEDULING APPROACH

A. Phase 2 will consist of a written proposal to **only include** a cover sheet and a narrative outlining the offerors' approach to Management, Staffing, and Scheduling/Technical aspects as outlined in the paragraphs below. Submission is limited to 30 pages. One (1) of the 30 pages is the cover sheet with at the minimum should include the solicitation number and contractor's information (company name; address; point of contact; point of contact's email address and phone number; DUNs number; and Unique Entity Identifier). Additional information can be added to this cover sheet. Each page is to be no larger than letter size (8.5"X11"); one (1) sided; font is to be no smaller than times new roman font 11; and Microsoft Office compatible. All tables, exhibits, etc. are to be included in the 30-page limit. This volume shall include the following for the Government's Consideration:

Staffing Plan: Present a Staffing Plan that provides the Offeror's approach to ensure that the Contractor has the required staff to meet the requirements of the Performance Work Statement and to adjust to changing staffing requirements. A Staffing Matrix shall be provided that includes a list of labor categories, the function of each labor category, and the number of productive hours that will be provided with each labor category. Any teaming (including subcontractor) arrangements and percentage of work to be performed by the prime contractor must be described.

Recruitment Approach: Present a recruitment approach that clearly and concisely demonstrates how the Offeror will recruit and retain qualified personnel for this requirement. Offerors are to identify which personnel are already on staff and available and identify which personnel are being sought. Offerors are to present how their company's available hiring pool contains enough qualified personnel to ensure continued support throughout the life of the contract. The Offeror shall demonstrate the Offeror's ability to retain staff to mitigate risk and provide a cross functional team that collectively possesses knowledge in all functional areas. The Offeror shall state an example in which the Offeror was required to increase personnel staffing and the measures in which this was accomplished.

Key Personnel: The offeror shall explain how it will hire and retain key personnel as well as how it will hire and retain personnel for overall staffing of the contract.

Management Plan: The Offeror shall clearly and concisely demonstrate how the Offeror will:

1. Track and control the work;

2. Ensure timeliness of performance during planned and surge periods;
3. Maintain responsiveness and customer satisfaction.
4. Execute effective verbal and written correspondence
5. Perform conflict management and work in a team environment
6. The Offeror shall address how it will manage multiple scenarios occurring simultaneously at one location with each group geographically separated on the same campus.

Scheduling. Describe your company's experience managing significant fluctuation in work schedules (i.e. today's schedule reflected four office moves of various complexities).

Upon arrival to the work area you find out no one is at the location to gain access to the work area. Due to this unforeseen circumstance how would your scheduling be adjusted to meet the customer's stated timeline while maximizing your staffs efficiency to the greatest possible extent.

The extent to which the Offeror's scheduling approach and procedures demonstrates the Offeror's ability to manage fluctuations in workload and work schedules with various complexities as training schedule evolves and situations such as scheduled and unscheduled leave of the workforce.

FACTOR 3 - PAST PERFORMANCE

The Government will evaluate the Offeror's past performance in providing Firearms Support Services, in which training scenarios were being applied, to measure the likelihood of performing the ascribed requirements in the SOW. The Government reserves the right to check past performance through PPIRS, CPARS, or any other method.

Where no relevant and/or recent past performance record is identifiable, a neutral rating shall be assigned, having no positive or negative evaluation significance.

FACTOR 4 – PRICE PROPOSAL

(a) Evaluation of price will be conducted using one or more of the techniques outlined in FAR. Price will be evaluated to determine if the offeror's proposed price is fair and reasonable, complete, and balanced. The Government reserves the right to perform a price realism analysis if necessary, at its sole discretion.

(b) Offeror is required to price the base period and all options. The government may choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the rates of that performance period. Evaluation of options shall not obligate the government to exercise the option(s).

(c) Unbalanced Pricing may be evaluated in accordance with FAR 15.404-1(g), as

applicable, to assess potential performance risk which could result in unreasonably high prices.

(d) Definitions:

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

Completeness/Accuracy. The offeror's proposal complies with the Price Volume instructions in the solicitation.

Realism. The offeror understands the technical requirements as presented by the proposed price/cost and assessing the appropriateness of the labor categories, hours proposed, materials, and other ancillary items as they relate to the technical proposal. Proposal is realistic and does not indicate increased risk to the Government in unsuccessful performance.

Unbalanced. Unbalanced pricing exists, when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by application of cost or price analysis techniques.

(e) To account for the option periods possible under 52.217-8 (maximum of six months), Options to Extend Services, the Government will evaluate the option to extend services by adding six months of the Offeror's final option period price to the Offeror's total price. This amount will be the total evaluated price. The Government may choose to exercise the Option to Extend Services at the end of any performance period (base or option periods). Prices for the base and option periods, including the 6-month option available under FAR 52.217-8, will be evaluated to ensure that they are fair and reasonable for performance of the requirements established in the solicitation and as proposed in the technical submission. The price for the effort associated with FAR 52.217-8 will not be included in the total awarded value at contract award. If, at the end of the contract's period of performance (base or option periods) and within the time period established in the clause, the Government chooses to exercise this option, the pricing will be pursuant to the rates specified in the contract for the preceding performance period."

(f) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The price for the effort associated with FAR 52.217-8 "Option to Extend Services" will not be included in the total awarded value. If, at the end of the period of performance and within the time period established in the clause, the Government chooses to exercise this option, the pricing will be pursuant to the rates specified in the Contract for the last option

period. Offerors shall not provide pricing for this potential effort in their proposals.

Evaluation of the option periods does not obligate the Government to exercise the option.

The Government will assign one of the following ratings for Factors 1 and 2 submission:

High Confidence	The Government has high confidence that the offeror understands the requirement, proposes a sound approach, and will be successful in performing the work.
Some Confidence	The Government has some confidence that the offeror understand the requirement, proposes a sound approach, and will be successful in performing the work.
Low Confidence	The Government has low confidence that the offeror understands the requirement, proposes a sound approach, or will be successful in performing the work.

The Government will assign one of the following ratings for Factors 3:

High Confidence	The Government has high confidence that the offeror understands the requirement, proposes a sound approach, and will be successful in performing the work.
Some Confidence	The Government has some confidence that the offeror understand the requirement, proposes a sound approach, and will be successful in performing the work.
Neutral	No performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance information for the offeror. This is neither a negative or positive assessment.
Low Confidence	The Government has low confidence that the offeror understands the requirement, proposes a sound approach, or will be successful in performing the work.