

**SPECIFICATION
AND
BID FORMS**

**PROJECT: Telecommunication Room Upgrade, Building 91
Federal Law Enforcement Training Center
Glynco, Georgia**

SOLICITATION NO. HSFLGL08R00019

RECEIPT OF OFFERS:

**TIME: 4:00 P.M. (EDT)
DATE: SEPTEMBER 15, 2008**

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REQUEST FOR PROPOSAL NUMBER: HSFLGL08R00019

**PROJECT TITLE: Telecommunication Room Upgrade, Bldg 91
Federal Law Enforcement Training Center
Glynco, GA**

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HSFLGL08R00019	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 8/6/2008	PAGE OF PAGES
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 08VDI2503	6. PROJECT NO.		
7. ISSUED BY Department of Homeland Security Federal Law Enforcement Training Center Procurement Division, Building 93 1131 Chapel Crossing Road Glynco, GA 31524	CODE	8. ADDRESS OFFER TO SAME AS BLOCK 7		
9. FOR INFORMATION CALL: 	A. NAME JoDeen Cuffe, Contracting Officer, jodeen.cuffe@dhs.gov, 912-267-2118	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)		

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

PROJECT TITLE: TELECOMMUNICATION ROOM UPGRADE, BUILDING 91
FEDERAL LAW ENFORCEMENT TRAINING CENTER, GLYNCO, GA

NAICS: 236220

SIZE STANDARD: 31 MILLION

PRE-PROPOSAL CONFERENCE: AUGUST 13, 2008 0900 EDT

THIS PROCUREMENT IS 100% SET-ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESS

11. The Contractor shall begin performance within <u>See F.1</u> calendar days and complete it within <u>See F.1</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <u>See Section F.1</u>).	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO SEE PROVISION L.9	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>See L.14</u> copy to perform the work required are due at the place specified in Item 8 by <u>4:00PM EDT</u> (hour) local time <u>9/15/2008</u> (date) If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. AMOUNT: <u>See Provision L.7</u>	
C. All offers are subject to the (1) work requirements, and (2) provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

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

AMOUNTS →

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> →	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY Department of Homeland Security Federal Law Enforcement Training Center Procurement Division, Building 93 1131 Chapel Crossing Road Glynco, GA 31524	CODE	27. PAYMENT WILL BE MADE BY Department of Homeland Security Federal Law Enforcement Training Center Budget & Finance Division, Building 66 1131 Chapel Crossing Road Glynco, GA 31524
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certifications, and specifications incorporated by reference in or attached to this contract.</i>	<input type="checkbox"/> 29. AWARD <i>Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.</i>
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or Print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or Print)</i>		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
		BY	

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

PART I
THE SCHEDULE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

PART I – THE SCHEDULE
SECTION A
SOLICITATION/CONTRACT FORM

NOTES TO OFFERORS:

1. This procurement is unrestricted.
2. The magnitude of this project is between \$1,000,000 and \$5,000,000.
3. The Receipt of Offers is scheduled on, September 15, 2008, no later than 4:00 P.M. (EDT) in Building 93, Procurement, Brunswick, Georgia. See Solicitation Section L. **Proposals will not be opened publicly.**
4. A Site Visit has been scheduled for August 13, 2008, at 0900 EDT. Offerors who wish to inspect the proposed work site and meet with the Government Representatives must notify Cheryl Joseph, 912-267-2167, as outlined in Section L, provision L.8, so that she may arrange entrance to the facility. See Solicitation Section L. As this is a secure facility, no cameras are allowed.

NOTE: Field measurements and terrain observations may be necessary to determine the size and overall complexity of the required construction efforts. Conditions that are obvious/visible to the contractor upon inspection will not be considered as basis for a change order after award of the contract.

5. Offerors shall submit their technical and price proposal packages, as required under Section L, paragraph L.14.
6. The Affirmative Action Compliance Requirements for Construction (FAR 52.222-27) and Prohibition of Segregated Facilities (FAR 52.222-21) will apply to the contract resulting from this solicitation.
7. Electronic submission of offers and/or modifications to proposals is NOT authorized. This includes facsimile or e-mail transmissions.
8. Telegraphic offers are NOT authorized; however, telegraphic modifications to proposals are authorized.
9. Technical inquiries must be submitted to JoDeen Cuffe, Contracting Officer, in writing no later than ten (10) calendar days prior to receipt of proposals. Facsimile inquiries will be accepted at (912) 280-5343. Telephone inquiries WILL NOT be entertained. See Solicitation Section L.
10. The successful Contractor is reminded that a Contractor Quality Control Plan, Safety Plan, and Environmental Protection Plan shall be submitted after award in accordance with Section H.

11. This is a negotiated acquisition. Offerors are advised to pay particular attention to Sections L and M.

12. Offerors should pay special attention to the strict security requirements contained in Section H of the solicitation. This requirement has historically eliminated 7 to 9 percent of the contractor's work force.

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TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

CLIN/ SLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	The work includes all labor, material, equipment, quality control, supervision and overhead to perform Telecommunication Room Upgrade, Building 91 , located on the Federal Law Enforcement Training Center, Glynco, Georgia. Work is to be performed in accordance with the specifications and drawings as outlined herein.	1	JB		\$ _____

END OF SECTION B

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION C
DESCRIPTION/SPECIFICATION/
STATEMENT OF WORK

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

**HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA**

TECHNICAL PLANS AND SPECIFICATIONS

MATERIAL IS UNCLASSIFIED BUT SENSITIVE

**EXPLICIT ACCESS MUST BE REQUESTED THROUGH
FEDERAL BUSINESS OPPORTUNITIES WEB SITE TO
ACCESS SECTION C AND ASSOCIATED SKETCHES.**

**SECTION J-ATTACHMENT 21 MUST BE COMPLETED AND
E-MAILED TO JODEEN.CUFFE@DHS.GOV OR FAXED TO
912-280-5343, ATTENTION JODEEN CUFFE, PRIOR TO A
FIRM BEING GRANTED ACCESS TO THE STATEMENT OF
WORK OR ASSOCIATED SKETCHES**

**UPON RECEIPT OF THE COMPLETED NON-DISCLOSURE
FORM, REQUESTING FIRMS, IF APPROPRIATE, WILL BE
GRANTED EXPLICIT ACCESS AND WILL BE ABLE TO
DOWNLOAD THE DOCUMENTS AT THAT TIME.**

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001**

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION D
PACKAGING AND MARKING

THIS SECTION IS INTENTIONALLY LEFT BLANK

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION E
INSPECTION AND ACCEPTANCE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

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**E.1 52.252-2 CLAUSES INCORPORATED [52.107(b)] FEB 98
BY REFERENCE**

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 addresses: <http://arnet.gov/far> OR <http://www-far.npr.gov/references/References.html>.

**52.246-12 INSPECTION OF [46.312] AUG 96
CONSTRUCTION**

E.2 ACCEPTABILITY OF CONTRACTOR'S INSPECTION SYSTEM

Contractor's inspection system required pursuant to FAR 52.246-12, provision entitled "Inspection of Construction," shall provide for identity of (i) the nature of observations made; (ii) the number and type of deficiencies; (iii) action taken in connection with deficiencies; and, (iv) the acceptability of material and workmanship.

E.3 PRE-FINAL AND FINAL INSPECTION

- (a) The Contractor and Government Representatives will jointly conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies noted will be corrected prior to any final inspection. The Contracting Officer may schedule more than one pre-final inspection if he/she determines it necessary.
- (b) When the Contractor is ready for final inspection, he will request final inspection in writing to the Contracting Officer. The final inspection will be requested at least five days before the desired date or as otherwise approved by the Contracting Officer.
- (b) The final inspection shall be performed with the Contractor and his Subcontractors by Facilities Engineering Personnel and representatives of the using activity. Any discrepancies noted will be corrected within the time specified by the Contracting Officer prior to final payment.

END OF SECTION E

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TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION F
DELIVERIES OR PERFORMANCE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

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F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK [11.404(b)] APR 84

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the Notice to Proceed (which equates to the date of award notice for this action), (b) prosecute the work diligently, and (c) complete the work, ready for use no later than 180 calendar days after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

F.2 52.211-12 LIQUIDATED DAMAGES— CONSTRUCTION [11.503(b)] SEP 00

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$460.00** for each calendar day of delay until the work is completed or accepted.

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

END OF SECTION F

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TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION G
CONTRACT ADMINISTRATION DATA

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

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G.1 CONTRACTING OFFICER

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

FLETC, Procurement Division
Building 93
Glynco, Georgia 31524-0001

G.2 PAYMENT OFFICE ADDRESS

Department of Homeland Security
FLETC, Procurement Division
Building 66
Glynco, Georgia 31524-0001
(See G.6, Invoices)

G.3 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

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

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

G.4 METHOD OF PAYMENT

a. All payments under this contract will be made by electronic funds transfer (EFT) in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (See Section I). The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database and to the Contracting Officer.

G.5 PROJECT SCHEDULE

Contractor shall comply with criteria outlined in specification Section C, subparagraph 7. DELIVERABLES AND DELIVERY SCHEDULE in addition to the 180 calendar day completion period outlined herein.

G.6 INVOICES

a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. **Invoices shall cite the contract number, quantity, price, and total amount of invoice.** The Contractor shall use the forms located in Section J, Attachment #2, Construction Contractor's Invoice. In accordance with FAR Clause 52.232-5, Payments Under Fixed price Construction Contracts (Section I), the Contractor shall furnish proper certification required by paragraph (c) progress payments. A copy of the certification is on the second page of Attachment #2. The Contractor shall submit with the request for final payment a Contractor's Release Statement, located in Section J, Attachment #4.

(1) Invoices shall be prepared by the Contractor and submitted and distributed as follows:

Original and three (3) copies:

Federal Law Enforcement Training Center
CIO
ATTN: Gary Mode, Chief, ISM, COTR
Building 681
Brunswick, Georgia 31524-0001

One (1) copy to:

Federal Law Enforcement Training Center
Procurement Division

ATTN: JoDeen Cuffe
Building 93
Brunswick, Georgia 31524-0001

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

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

G.7 PAYMENT TO CONTRACTOR

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

1. In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. If payment is requested for materials authorized by the Contracting Officer to be stored on-site, proof of payment of the stored materials is required. The proof of payment shall include the description of the materials, the price of the item(s), and the quantity of the materials stored. The Contractor shall remain responsible for such stored materials.

2. Stored materials and/or supplies, approved by the Contracting Officer, will be paid at a rate of 90% of the "scheduled value" as listed on the schedule of prices and approved by the Contracting Officer (proof of payment for material must be provided with invoice on which reimbursement is requested).

b. In accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. Once the construction progress reaches 85 percent completion, a 10 percent retention will be withheld from all subsequent invoices until all work has been completed, close-out documents have been provided, and all punch list items have been completed and accepted by the Government.

c. **No payment request (invoice) will be processed by the Contracting Officer when the Contractor's payroll submittals and/or those of any subcontractor are not current.** This means the Contracting Officer must have in hand payroll submittals for the prime Contractor and all subcontractors up through and including the

week immediately prior to the date on the invoice. Any invoice received wherein the Contractor has not adhered to this policy will be promptly returned to the Contractor and will not be processed until payroll submittals are brought up to date by the Contractor. DOL Form WH-347, Payroll, is located in Section J, Attachment #5.

G.8 RESERVED

END OF SECTION G

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION H
SPECIAL CONTRACT REQUIREMENTS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

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H.1 WORK HOURS

(a) Normal work hours are from 7:00 a.m. through 5:00 p.m., Monday through Friday.

(b) The following Federal Holidays are observed;

New Year's Day (January 1)
Martin Luther King's Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)

If a Federal Holiday falls on a Saturday, the holiday will be observed on the proceeding Friday, if the Federal holiday falls on a Sunday, the holiday will be observed on the following Monday.

(c) Notwithstanding the provisions of FAR clause 52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation, work will **NOT** be permitted outside normal work hours, on Saturdays, Sundays, or federal holidays unless approved by the Contracting Officer. A request to work outside normal work hours must be submitted a minimum of two (2) working days in advance of the date on which such work is anticipated. The exclusion of work on Saturdays, Sundays, and holidays has been considered in computing the performance time of this contract. If, on an individual delivery order, the Government elects to have the work performed after normal working hours, the coefficient for other than normal work hours will apply for that portion of the work to be performed outside the normal work hours.

H.2 FEDERAL LAW ENFORCEMENT TRAINING CENTER REGULATIONS

a. All Contractor personnel associated with this contract shall comply with the Federal Law Enforcement Training Center (FLETC) regulations relating to traffic, parking, ingress and egress safety, security, and other regulations controlling conduct in and around the Federal Law Enforcement Training Center property. These regulations are available for review in the Procurement Office, Building 93, FLETC, Glynco, GA.

b. The Contractor shall remove from the Center any individual whose continual employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the interest of National Security.

c. Do not publicly release information, photographs, or other documents concerning any aspect of the materials or services relating to this bid, contract, or purchase order without prior written approval of the Contracting Officer.

d. No photography of any nature is allowed while on the FLETC without the written authorization of the Contracting Officer. Submit photography requests to the Contracting Officer at least two (2) working days prior to anticipated photo session. The sole exception is progress photographs of the job site.

e. Insert the substance of paragraph (a) through (d) above in each subcontract and purchase order related to the project.

H.3 FEDERAL REGULATIONS COMPLIANCE

All work shall comply with the referenced Federal requirements which are current as of the Receipt of Offers Date.

H.4 PHYSICAL SECURITY REQUIREMENTS

a. General Requirements

1. Prime Contractors and all personnel employed by the Prime Contractor, including subcontractors, in the performance of this contract, or any representative of the Prime Contractor entering the Federal Law Enforcement Training Center (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 Prime Contractor's responsibility to ensure that each applicant who is expected to be employed on FLETC facilities or that requires routine access to FLETC facilities shall provide specific information on specific forms in order to undergo a suitability, and when so deemed, a security background investigation as required for access to the FLETC, and in some cases a security clearance.

2. The FLETC reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635.

(a) At the discretion of the Chief Security Officer (CSO), and in accordance with FLETC Manual 71-01, Access Control, (2/25/05) paragraph 7.e., an individual can be denied access to FLETC facilities. Examples of offenses which prevent access to the FLETC include, but are not limited to: (a) any felony convictions in the last 10 years; (b) any habitual violations, (c) violence against a police officer, (d) any conviction for drug sales or trafficking activity, or (e) any crimes of moral turpitude (i.e. crimes involving trust, honesty, or actions commonly considered unacceptable behavior to the general public).

(b) Prime Contractors shall report to the CSO any adverse information coming to their attention concerning their contractor employees during the course of the contract. The report shall include the employee's name and social security number, along with the adverse information being reported. If this information results in

the subsequent termination of the employee's access to the FLETC, it does not obviate the requirement to submit this report.

3. Costs, delays and other hardships that result from a contractor employee being denied access to the FLETC shall be borne entirely by the Prime Contractor. Denial of access for any contractor employee 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 FLETC Directive and Manual Number 71-01, Access Control (2/25/05); FLETC Directive Number 71.00B, Identification Badges, Credentials and Shields (1/11/06); and FLETC Directive Number 71-11, Building/Area Security and Access (2/2/06).

b. Access to FLETC Facilities by Contractor Employees

1. Determination of a contractor employee's physical security access requirements must be coordinated with the Contracting Officer. Contractor employees are subject to specific access requirements as defined herein.

2. The Prime Contractor shall manage the submission of their employees' 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. Suitability factors are identified in MD 11055. The contractor shall:

(a) Furnish to the prospective contractor employees under this contract the necessary forms to be completed to request access to the FLETC;

(b) Review the completed forms for completeness and accuracy;
and

(c) Submit completed forms to the Contracting Officer for processing.

3. The Prime Contractor and contractor employees that are to be employed on the FLETC in a national security position as identified by the FLETC Chief Security Officer (CSO) must be cleared contractors who have received their clearance from the Defense Industrial Security Clearing Office (DISCO). Both the Prime Contractor and the Prime contractor's employees must have clearances issued by the DISCO.

4. Positions identified by the CSO or FLETC Information System Security Manager (ISSM) as low, high or moderate risk based on the FLETC IT Security/Suitability standards shall:

(a) Provide to the contracting officer a Standard Form 85P – Questionnaire for Public Trust Positions as well as a Form I-9, Employment Eligibility Verification, and Badge Application Form for Contractors (Form FTC-SEM-017a) for each identified contractor employee. All forms must be completed in their entirety. The Prime Contractor must submit the required forms at least 10 calendar days in advance of the contractor employee's earliest proposed access to FLETC IT systems or facilities.

(b) Upon notification from the FLETC Security staff, each contractor employee 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) Number 12, Policy for a Common Identification Standard for Federal Employees and Contractors. Verification of the contractor employee's identity requires the individual to present, in person, (a) a picture identification card issued by either a state of the United States or the United States Federal government and (b) one other form of identification specified on Form I-9. Upon verifying the contractor employee's identity, the contractor employee shall provide fingerprints and a photograph.

(c) Following a favorably adjudicated background investigation, the FLETC will issue an identification badge to the employee that will enable appropriate access to the facility, IT systems. Such access will only be issued in accordance with FLETC Physical Security, Information Security and IT Security policies. Access to national security information only occurs in the event that the contractor has received a clearance from the DISCO.

(d) At the discretion of the CSO and following the receipt of favorable results of a fingerprint check, the FLETC may elect to approve temporary access to the facility for employees while the rest of the suitability investigation is being completed.

5. The Prime Contractor, for contractor employees who will require access to the FLETC for more than 3 days, but less than 6 months, shall provide a completed Form FTC-SEM-017a. Sections A and B of the form must be completed in their entirety. FLETC requires that the form shall be submitted to the Contracting Officer a minimum of 5 business days in advance of the contractor employees' first day of needed access. FLETC shall conduct background checks for access using the information provided. Upon notification from the FLETC Security staff, each contractor employee 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 employee's identity requires the individual to present, in person, (a) a picture identification issued by either a state of the United States or the United States Federal government; and (b) one other form of identification. Upon verifying the employee's identity, the contractor

employee shall have his or her photograph taken. The contractor employee shall also submit to having their fingerprints taken if requested to do so.

6. For contractor employees who will require access to the FLETC for up to 3 days, the Contractor shall request temporary or intermittent access to FLETC facilities per FLETC Directive Number 71-01, Access Control. Such access is granted at the discretion of the CSO.

c. Identification Badges and Vehicle Passes

1. 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. The FLETC badge is 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 badges must be immediately reported to the Security and Emergency Management Division (SEM).

2. Vehicle passes are issued by the FLETC to those who need to operate and or park vehicles on FLETC property. Vehicle passes will only be issued to contractor employees for vehicles maintained in a safe operating condition. Those seeking to park or operate vehicles on the FLETC shall provide the following documents to the appropriate FLETC Security Office as directed in order to be issued a FLETC vehicle pass: Valid Driver's License; Valid Vehicle Registration Certificate; Proof of Insurance; and FLETC Identification Badge.

(a) A \$10.00 replacement charge will be assessed against the contractor employee for each identification badge or pass which must be replaced for other than excessive wear, name change, or other reason approved by the SEM. Lost or stolen identification badges shall be considered to be within the control of the contractor employee. Replacement charges will be assessed and paid by the contractor employee prior to the replacement identification badge being issued.

3. If a contractor employee resigns, is terminated, or denied access to the FLETC, voluntarily or otherwise, prior to contract completion, the bearer of the FLETC identification badge and vehicle pass shall immediately surrender them to the Contractor. The Prime Contractor shall return to the SEM the identification badge and vehicle pass issued to the contractor employee within 3 business days of the resignation, termination, or access denial.

d. Completion of the Contract

1. The Prime Contractor shall be responsible for returning to the SEM all identification badges and vehicle passes issued under the contract no later than 7 business

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 of \$10.00 for each missing badge and pass will be assessed against the final payment.

2. Before final payment is made, the Contracting Officer in conjunction with the SEM will review the number of badge applications submitted under this contract. If the number of contractor employees denied access to the FLETC because of the results of the background investigation exceed 8% of the total number of contractor employees requesting access to the FLETC, the contractor shall bear the cost for the background investigations for each denied background check accomplished above 8%. For FY2006, the cost of a basic suitability investigation is \$97.00. In FY2006, costs for high and moderate risk background investigations are: Single Scope Background Investigations - \$3,150 each and Minimum Background Investigations - \$475.00 each, respectively. The Prime Contractor will be informed regarding the level of investigation that applies to specific contractor staff position. This information is found in Section C of the solicitation/contract. The percentage to be borne by the Prime Contractor for contractor employees 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.

e. Review of Access and Suitability Determinations

1. Access Determinations. Access to classified national security information and the receipt of a security clearance will be in accordance with EO 12968, as well as all applicable Department of Homeland Security Management Directives and all applicable FLETC Directives. After contract award, contractor employees who are denied access to the FLETC shall be provided with "due process" for the denial of access in accordance with all applicable standards.

2. 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 the contractor employee may be granted unescorted access to FLETC facilities and sensitive information. The contractor employee on whom unfavorable or derogatory information has been developed shall be provided with a Proposed Action Letter (PAL) that contains the questionable information. The contractor employee 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, the contractor employee shall be formally notified and informed of the reason(s). Adverse information may not be disclosed to the Contractor. When a final determination

has been made, the Contractor shall be informed simultaneously with notification to the affected individual that the contractor employee 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.5 INFORMATION TECHNOLOGY AND DATA SECURITY REQUIREMENTS

a. General Requirements: All personnel employed by the Contractor, including subcontractors, in the performance of this contract, or any representative of the Contractor requiring access to the Federal Law Enforcement Training Center (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 the FLETC to ensure that no violations occur. It shall be the prime contractor's responsibility to ensure that all contractor personnel who are expected to have access to FLETC-owned or -operated IT systems or IT systems contracted on behalf of the FLETC that contain FLETC sensitive data or information undergo or have undergone an appropriate suitability background investigation as determined based on the 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, and high) to public trust.

Determination of contractor personnel IT access needs must be coordinated with the Contracting Officer. IT system and data suitability background investigation requirements may be greater than those requirements for physical security access to the FLETC facilities. Suitability background investigation processes for physical security access will be followed as outlined in section 1.10. Temporary IT system and data access will only be permitted for non-sensitive IT systems and data.

The required suitability background investigation forms will be provided upon contract award. All forms must be completed in their entirety by each contractor employee 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 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 regulations are outlined in DHS Sensitive Systems Policy Directive

4300A as authorized by DHS Management Directive 4300.1, Information Technology Systems Security.

b. Contract Completion. The Prime Contractor shall be responsible for ensuring the FLETC Chief Information Officer (CIO) Directorate is notified of all contractor 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 FLETC Contracting Officer or Contracting Officer's Technical Representative

H.6 JOB SITE SECURITY

Whenever facility security is breached by work performed under this contract, the Contractor will be responsible for providing temporary measures in order to assure security is maintained. For example, if the Contractor is renovating an entryway into a building, the Contractor must ensure that the building is secure from intruders at that point of entry. The Contractor shall not leave the site unattended at anytime without making the job site and/or facility secure. The Contractor shall notify the Contracting Officer's Technical Representative (COTR) prior to beginning work whenever a physical security breach will occur. If the contract requires the Contractor to provide a security guard at the site, the Contractor shall provide evidence that the guard is bonded.

H.7 RESERVED

H.8 HIRING OF GOVERNMENT PERSONNEL

The Contractor shall not employ any person who is an employee of the United States Government without the consent of the Contracting Officer. The Contracting Officer will determine if the employment of that person would create a conflict of interest.

H.9 PERMITS

In accordance with FAR 52.236-7, Permits and Responsibilities, the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the performance of the work and for compliance with all applicable Federal, State, County and Local laws, regulations, and codes, except as noted herein. Evidence of such shall be provided to the Contracting Officer before work commences. The Government shall obtain the Bureau of Land Management and Federal Aviation Administration approvals and permits.

H.10 CONTRACTOR INGRESS/EGRESS

a. The Contractor is required to use the gate as instructed by the Contracting Officer's Technical Representative for employees and material deliveries. The Government may direct the Contractor to construct a contractor entry point outside the FLETC property for trucks and movement of equipment.

b. Contractor vehicles entering the Center will be required to show proof of insurance as specified in clauses H.4, Physical Security Requirements, and H.31, Minimum Insurance Requirements.

H.11 SAVE HARMLESS AND INDEMNITY AGREEMENT

The Contractor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in anyway incidental to or arising out of 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, any Subcontractor, any employee, agent, or representative of the Contractor or any Subcontractor.

H.12 SUBCONTRACTING REQUIREMENTS

a. In accordance with FAR clause 52.222-11, Subcontracts (Labor Standards), the Contractor or Subcontractor shall ensure that all terms and conditions of this contract are incorporated into any and all subcontracts issued in the performance of this contract. The clauses to be incorporated into any subcontract include the following:

- Davis-Bacon Act
- Apprentices and Trainees
- Payrolls and Basic Records
- Compliance with Copeland Act Requirements
- Withholding of Funds
- Subcontracts (Labor Standards)
- Contract Termination -- Debarment
- Disputes Concerning Labor Standards
- Compliance with Davis-Bacon and Related Act Regulations
- Certification of Eligibility

b. Qualifications of the Subcontractor(s), the scheduled period of execution for the respective trade(s), and the delivery of the requested materials for each trade shall be submitted by the Contractor to the Contracting Officer at least two (2) weeks prior to the commencement of work under that trade.

c. The Contractor shall ensure that Subcontractor(s) attend progress meetings held during the performance of the Subcontractor's trade. The Contractor is responsible for all coordination and scheduling with the Subcontractor(s) regarding work under this contract. The Contractor is responsible for the work of the Subcontractor and if work of the Subcontractor is not acceptable to the Government under the terms of the contract, the

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

H.13 PRECONSTRUCTION CONFERENCE

a. In conjunction with the Kick-off meeting as defined under the Section C, a preconstruction conference will be conducted simultaneously. At this conference the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative (security, fire and environment protection), safety, labor, and construction responsibilities. The Contractor will have the opportunity at the conference to ask questions concerning any contractual requirements.

b. Prior to this conference the Contractor shall submit a Certificate of Insurance in completed form, and letters appointing a Superintendent and a Chief, Contractor Quality Control Representative to the Contracting Officer. Three copies each of the following plans shall be submitted to the Contracting Officer in draft format at least seven (7) working days prior to the Preconstruction Conference:

Contract Safety and Health (See H.15)
Quality Control Plan (See H.17)
Environmental Protection Plan (See H. 18)

The Contractor shall bring to the conference the following items:

Transmittal Sheet
List of Subcontractors
Construction Schedule
List of Machinery and Equipment

c. The Contractor's Superintendent; Chief, Contractor Quality Control Representative; Safety Representative, if required; and all major Subcontractors must attend the Preconstruction Conference.

d. Five (5) final copies of the Safety/Accident Prevention Plan, Quality Control Plan, and, the Environmental Protection Plan, shall be submitted to the Contracting Officer within five (5) working days after the Preconstruction Conference or receipt of comments, whichever is later.

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

H.14 NONCOMPLIANCE NOTICE (LEVEL 2)

a. The Contractor shall provide a Safety Representative for this contract. This individual shall be responsible for the overall safety of the project site and shall have the authority to act in all safety matters for the Contractor. The Safety Representative shall be on site at all times during construction.

b. If a Contractor is found to be in violation of safety regulations (Title 29 Code of Federal Regulation, part 1926 and 1910, and Department of Treasury Directive No. 70-09 Departmental Safety and Occupational Health Program) or in noncompliance with various terms or specifications of the contract, a notice will be issued by the Construction Representatives or other Government personnel assigned to the contract. Receipt of this notification shall be indicated by the signature of the Contractor's Safety Representative on the form, as well as the signature of the Contractor's Superintendent. Potential violation or areas of noncompliance will be addressed during a preconstruction conference. A sample copy of the Contractor Construction Safety Violation, Form FTC-FAC-66 (5/90) is located in Section J, Attachment #7. A sample copy of the Contract Construction Compliance Notice, Form FTC-FAC-65 (5/90) is located in Section J, Attachment #8.

H.15 CONTRACT SAFETY AND HEALTH

(a) GENERAL REQUIREMENTS.

1. Requirements for construction safety are provided in the following and are applicable to all work associated with this contract:

- 29 Code of Federal Regulations (CFR) Part 1910, Occupational, Safety and Health Administration (OSHA) General Industry Safety and Health Standard, Publication V2206
- 29 CFR Part 1926, OSHA Construction Industry Standards
- 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants
- FLETC Safety and Occupational Health, FLETC Directive 70-09
- . Current edition of the Corps of Engineers (COE) Safety & Health Requirements Manual, EM 385-1-1
- Federal Standard 313, Use of Asbestos Containing Material, ETL 1110-1-118 Policy and Guidelines for Asbestos Management, DA Circular 40-834
- ACOE Savannah District Pamphlet (DP) No. 385-1-1
- Various health and safety clauses and provisions of the Federal Acquisition Regulation cited in the solicitation and contract

2. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of this contract and shall hold harmless for any action or inaction on the

Contractor's part or that of his employees or subcontractors which results in illness, injury, or death.

a. The contractor shall use the above referenced publications in all aspects of the contract performance to minimize disruption of operations due to mishaps.

b. Periodic project safety oversight by the FLETC Environmental and Safety Division may be performed as necessary to ensure compliance with contract requirements, but safety inspections of contractor worksites are the responsibility of the Contractor. If any violations of safety regulations are noted by the Government, a Contractor Construction Safety Violation, Form FTC-FMD- 66, will be issued.

c. It is FLETC policy that any person noticing an unsafe act that could cause imminent danger to the life or health of an individual or cause significant damage to Government property has the right to direct the Contractor to stop work on that portion of the project. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this paragraph.

d. Any safety or health concern which is brought to the attention of the Contractor shall be resolved within 24 hours of written notification.

e. The Contracting Officer may, if the Contractor fails to correct unsafe practices in a timely manner or continues to allow recurrent safety violations of the same nature, order work to be stopped on the project until corrections are made. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this paragraph.

3. Pre-construction Safety Meeting. The Contractor shall meet with the Contracting Officer, his representative(s), and representatives from the FLETC Environmental and Safety Office prior to the start of this contract. The Contractor shall ensure that his general superintendent, project manager, safety representative, and the same from the major subcontractors attend this meeting. The purpose of the meeting is to review the Contractor's safety and health programs and to discuss implementation of all safety and health provisions pertinent to the work to be performed under this contract. The Contractor shall be prepared to discuss, in detail, the measures he intends to take in order to control any unsafe or unhealthy condition associated with the work. The level of detail for safety shall be dependent upon the nature of the work under contract and the potential inherent hazards. The meeting may be held in conjunction with the pre-construction conference, if so directed by the Contracting Officer.

4. Definition of Hazardous Materials. Refer to hazardous and toxic materials/ substances included in Subparts H and Z of 29 CFR 1910 and to others as additionally defined in Federal Standard 313. Commonly encountered hazardous materials include, but are not limited to, asbestos, lead paint, polychlorinated biphenyls (PCBs), explosives, and radioactive material. Asbestos may be found in sprayed-on fireproofing, insulation, boiler lagging, pipe covering, and other areas.

5. Material Safety Data Sheets (MSDS). Submission of the MSDS shall be in accordance with OSHA 1929.59, HAZCOM Standard. MSDS shall be submitted to the

Contracting Officer for all hazardous material brought onto or used on the FLETC. The Contractor shall submit the MSDS in accordance with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, Alternate I, at least two (2) working days prior to the intended use of the hazard material.

(b) PROCESS.

1. Accident Prevention Plan. The Contractor shall submit to the Contracting Officer Accident Prevention Plan for approval. A guide for the plan can be found in EM 385-1-1, Appendix A. The Contractor's plan will be job specific and will include work to be performed by subcontractors, and measures to be taken by the contractor to control hazards associated with materials, services, or equipment provided by suppliers. Consideration will also be made to cover the prevention of workplace violence and alcohol/drug abuse on the job. The plan, **specific to this contract**, should address, as a minimum, the following:

- The Cover Sheet of the Plan shall include:
- Contract Number, Project Title, and Description
 - Statement that all work under this contract will be in compliance with Occupational Safety and Health Administration Title 29 Code of Federal Regulations, Parts 1910 and 1926, FLETC Safety Manual, and any other regulation applicable to this contract.
 - Statement that the Contractor Superintendent, Project Manager, and Contractor Safety Representative (if required) will ensure compliance with this plan.
 - Name, Title, and Signature of the official within the Contractor's organization who has reviewed and approved the Safety Plan. If the Contract requires a Safety Representative, his/her signature is required.
 - Name, Title, and Signature of the official within the Contractor's organization who has the authority to bind the Contractor.
 - Signature block for the approval/disapproval of the Contracting Officer.
- Identification and accountability of personnel responsible for accident prevention.
- Local requirements.
- Coordination of work with subcontractors.
- Plans for layout of temporary construction buildings and facilities.
- Plans for initial indoctrination, continued safety education, and training.
- Plans for traffic control and marking of hazards.
- Plans for maintaining continued job cleanup, safe access and egress.
- Plans for fire protection, fire inspections and dealing with emergencies. Contractor should coordinate with FLETC Security, local hospitals, emergency services, etc. in advance.
- Plans for safety inspections of job sites. A responsible person shall be designated by name.

- Procedures for accident investigation and reporting.
- Details of fall protection.
- Description and sketch of temporary power distribution
- Description of safe clearance procedures.
- Description of office trailer anchoring system.
- Contingency plan for severe weather.
- Personal protective equipment plan.
- Plan outlining sanitation facilities, including drinking water, eating areas, toilet facilities, etc.
- Activity Hazard Analysis section. (This section will be discussed further in Sub Paragraph 3 below).
- Hazardous Materials Management
- Lockout/Tagout
- Heat Stress Controls

2. Accident Prevention Plan Training. The Contractor shall be responsible for obtaining all Federal, State, and local training that may be required for the various operations under this contract. Each of the contractor's employees shall receive an initial safety indoctrination based on the safety program required by the contract. The contractor shall maintain a written record of employees who have received this indoctrination and shall be made available to the Contracting Officer upon request. Topics to be covered are given in EM 385-1-1, para. 01.B.02. The contractor shall conduct safety meetings for all supervisors at least once a month to review past activities, plan ahead, and establish safe working procedures for anticipated hazards. Minutes of these meetings shall be submitted to the Contracting Officer within three working days of the meeting. At least one safety meeting shall be conducted weekly by a field supervisors or foreman for all workers. This is commonly known as the "Weekly Tool Box Safety Meeting." Minutes of the meeting will include date, time, attendance, subject discussed, and who conducted the meeting and shall be provided to the Contracting Officer within three working days of the meeting.

3. Construction/Operation Activity Hazard Analysis. An Activity Hazard Analysis (AHA) will be developed by the contractor for each construction activity and operation occurring in each major phase of work. ACOE Savannah District Pamphlet (DP) No. 385-1-1 provides guidance in preparing the AHA in accordance with EM 385-1-1. The AHA will be submitted to the Contracting Officer's Technical Representative and shall be developed specifically for the job activity on this contract addressing those hazards expected in the activity. The AHA will address the following major points:

- Activity being performed.
- Sequence of work.
- Hazards to be controlled and the procedure implemented to control them (i.e., noise, lead, heat stress, asbestos, equipment hazards etc.).

Note: the contractor and QA personnel will discuss The AHA at the preparatory phase and work will not proceed on that phase until the Government has accepted the AHA. A copy of each AHA should be kept with the minutes of the preparatory phase or QA report.

4. Contractor Mishap Investigations and Reporting. The contractor shall provide to the Contracting Officer a Contractor Significant Incident Report (CSIR). This report shall be submitted for incidents involving the contractor and/or any tier subcontractor.

- Recordable Mishaps. Any contractor occupational injury or illness that results in a lost workday case, or non-fatal case shall be investigated and a copy of the investigation submitted by the prime contractor to the Contracting Officer.
- Mishap Reports. Contractors shall be required to report serious mishaps (contractor mishap involving a fatality or the hospitalization of three or more workers; or property damage in excess of \$10,000) to the Contracting Officer within eight (8) hours of the mishap. In addition, the contractor shall report all lost workday mishaps (those mishaps that result in a lost workday) to the Contracting Officer within 24 hours. The contractor shall make available all information to the Contracting Officer or the designated representative upon request.
- Any mishap on the FLETC that results in personal injury or damage to property may be investigated by FLETC personnel in addition to the contractor's review. If there is evidence of criminal activity, a criminal investigation may also be initiated by the FLETC.

(c) PRACTICES.

1. Inspections, Tests, and Reports. Any inspections, tests, and/or reports made by the Contractor, subcontractor, specially trained technicians, equipment manufacturer, or others regarding safety under this contract and the compliance thereof, shall be at the Contractor's expense.
2. Materials and Equipment. Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of this contract shall comply with the applicable regulations. Minimum dress requirements are long pants, shirts with a least a five (5) inch sleeve, socks, and shoes. No electronic devices (i.e., radios; ipods; etc.) of any kind will be allowed on the job site unless approved by the Contracting Officer.
3. Hazardous Materials. The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of this contract. A determination will be made by the Contracting Officer as to whether or not the Contractor shall perform tests in addition to the tests already required by the contract on the suspected hazardous material. If the Government requires the additional testing by the Contractor, the Government shall modify the contract to reflect the actual costs of the additional testing. If the Government determines, without additional testing, that the material is non-hazardous and the Contractor obtains testing on its own, the Government will not be responsible for any costs incurred by the Contractor for the testing unless the testing indicates the material is hazardous. An equitable adjustment under FAR clause 52.236-2, Differing Site Conditions, may be appropriate.

H.16 PROJECT MANAGEMENT AND SUPERINTENDENCE BY THE CONTRACTOR (LEVEL 2)

The purpose of this special contractual requirement is to amplify upon and supplement FAR Clause 52.236-6, Superintendence by the Contractor (Apr 84), found in

Section I of this contract. The Contractor shall employ, on-site at the project location, a full time Project Manager who shall be subject to approval by the Contracting Officer prior to Notice to Proceed being given. **The Project Manager may also serve as the Project Superintendent and shall devote his time exclusively to the management and supervision of the work in progress under this contract only.** The individual must have a minimum of five (5) years prior experience (all of which must have been accrued within the preceding seven (7) calendar years) as Project Manager on projects of similar magnitude and complexity. A detailed resume, depicting employment history, references, formal and continuing education, and such other information as the Contracting Officer may deem necessary, shall be provided to the Contracting Officer no later than seven (7) calendar days prior to the Pre-Construction Conference. The Project Manager must be delegated authority in writing by the Contractor to sign contract modifications, negotiate and reach agreement for the Contractor on matters such as change orders, time extensions, claims, and other issues arising under the Contract which may lead to a contract modification. An original signature copy of this delegation of authority shall be provided to the Contracting Officer with the Project Manager's resume. If at any time during the Contract performance period, the Project Manager's job performance falls below a reasonable standard of professionalism and managerial competence, he/she shall be promptly replaced by the Contractor upon request from the Contracting Officer. Such a replacement would not be the basis for a claim under the Contract nor would it be subject to the Disputes Clause.

H.17 CONTRACTOR QUALITY CONTROL

(a) The Contractor shall establish and maintain an effective quality control system in compliance with Section C, Specifications; Federal Acquisition Regulation clause 52.246-12, Inspection of Construction; and as herein provided. The Contractor quality control system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with contract requirements. The system shall cover construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence. This system will be clearly set forth in the Contractor Quality Control Plan. Contractor will submit plan that fully explains their procedures and inspections that will ensure quality work within 5 days after award.

(b) The Superintendent shall simultaneously perform the quality control duties, unless otherwise specified in the delivery order request for proposal and subsequent order. Should an independent Quality Control Manager be required, **the Quality Control Manager's time shall be devoted exclusively to the work in progress under the specific delivery orders as required.** A competent Quality Control Manager shall have at least **10** years experience as a Superintendent, Inspector, QC Manager, Project Manager, and/or Construction Manager on projects of similar or more complex size or type construction projects. He shall possess a working knowledge of each of the trades required under this contract. A detailed resume for the proposed Quality Control Manager, depicting employment history, references, formal and continuing education, and such other information as the Contracting Officer may deem necessary, shall be provided to the Contracting Officer for approval no later than seven (7) calendar days prior to the Pre-Construction Conference.

(c) Definitions:

1. Contractor Quality Control (CQC): The Contractor's management and control of its own, its suppliers', and its subcontractors' activities to comply with the contract requirements.
2. Quality Assurance (QA): The means by which the Government fulfills its responsibility in assuring that the CQC is functioning and through reviews, surveillance and tests assures the completed project complies with the contract.
3. Quality Management: All control and assurance activities to achieve the quality established by the contract.

H.18 ENVIRONMENTAL PROTECTION

(a) Provide and maintain, during the life of the contract, environmental protection as defined in Section C, Specifications. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and Local regulations pertaining to the environment, including, but not limited to water, air, and noise pollution.

H.19 TIME EXTENSION FOR UNUSUALLY SEVERE WEATHER – GLYNCO, GA

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with FAR clause 52.249-10, Default (Fixed Price Construction). The following table reflects the climatological data based on National Oceanic and Atmospheric Administration or similar data for the project area.

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

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

(b) The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather in paragraph (a) above. For purposes of paragraph (b), the term "actual adverse weather days" shall include days impacted by actual adverse weather days.

(c) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. When the number of anticipated adverse weather days anticipated in paragraph (a) above have actually occurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. Adverse weather days occurring subsequently must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the project. The Contracting Officer will convert any delays meeting the above requirements to calendar days and issue a modification in accordance with the clause referred to in paragraph (a) above.

(d) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

H.20 EQUITABLE ADJUSTMENTS; WAIVER AND RELEASE OF CLAIMS

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

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

1. The date, circumstances, and source of the order to change the Work;
2. A description of the planned Work immediately prior to the changed work with regard to the Project Schedule; and
3. Statements that the Contractor regards the order or condition to be change to the Contract that causes (or will cause) an increase or decrease in the Contractor's costs of and/or time required for performance.

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

- Cost or pricing data as described by FAR Part 15;
- Unit prices charged on other recent comparable projects (for work subject to unit pricing);
- Competitive subcontractor quotes;
- An itemized breakdown of costs by separate trades and/or subcontractors, to include documentation of subcontractor/supplier quotes/proposals and a statement that

- the Contractor considers the subcontractor/supplier quote/proposal to be fair and reasonable;
- o Contractor/subcontractor/supplier mark-ups; and
 - o Other costs included in the Contractor's proposal that are defined, documented and supported.

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

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

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

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

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

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

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

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

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

Sub-Subcontractor's Workforce	Sub-Subcontractor	None	10%	10%
	Subcontractor	5%		
	Prime Contractor	5%		

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

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

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

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

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

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

H.21 PERCENTAGE OF WORK PERFORMED BY THE CONTRACTOR

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

H.22 AREA OF CONTRACT OPERATIONS

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

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

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

d. Noise Control. Comply with all applicable State and Local laws, ordinances, and regulations relative to noise control.

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

f. Toilet Facilities. The Contractor is responsible for providing adequate toilet facilities for all Contractor personnel.

H.23 UTILITY SERVICE

a. Project Related: When available, water and electrical services may be used in this work at no cost to the Contractor. Contractor shall make arrangements for such services with the Contracting Officer or his designated representative.

b. Contractor's Office: Pursuant to FAR clause 52.236-14, Availability and Use of Utility Services, reasonable amounts of the following will be made available to the Contractor without charge:

1. Electricity
2. Potable Water

The point at which the Government will deliver such utilities or services and the quantity available is as indicated. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall make connections including providing backflow preventing devices on connections to domestic water lines, providing meters, and providing transformers. The Contractor shall make disconnections.

H.24 GOVERNMENT FURNISHED PROPERTY (GFP)

Coordination for delivery or pickup of Government furnished property will be accomplished directly with the COTR. Pick-up, delivery, and installation will be the responsibility of the Contractor. Reference Section C, subparagraph 8 for details on Government furnished equipment/property/information.

H.25 RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS

All items having any apparent historical or archeological interest, which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report the find to the Contracting Officer and the COTR so that proper authorities may be notified.

H.26 WARRANTY LISTING

The Contractor shall provide a complete warranty listing of all items (materials and/or equipment) provided under this contract. For each warranty item, provide the following information:

- a. Name of the piece of equipment or material provided
- b. Make and model number
- c. Serial number (if applicable)
- d. Manufacturer's name, address and phone number
- e. Warranty period (i.e. 1, 2, 3, years, etc.)
- f. Name and phone number of the local representative responsible for warranty repairs

This list is to be provided prior to or at the final inspection. Final payment will not be made until this warranty list has been received.

H.27 RECORD OF DRAWINGS

a. During the progress of the job, the Contractor shall keep a careful record at the jobsite of all changes and corrections from the layouts shown on the drawings, if applicable.

1. The Contractor shall enter such changes and corrections in RED pencil on contract or record drawings promptly and submit drawings to the Contracting Officer in accordance with the schedule provided.

2. The record of drawings shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record of drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valve, splice boxed, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

3. At the time of beneficial occupancy of each structure or facility involved under the contract, the Contractor shall submit to the Contracting Officer as-built prints showing the aforementioned data.

4. If the Contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question thereby requiring the retainage of 10% of any payments to be made until such drawings are made current. Additionally, the estimated cost of maintaining the record of drawings will be deducted from any such payments.

b. Prior to Final Acceptance, obtain from the Contracting Officer's Technical Representative a copy of the drawings compiled into a single CD in Autodesk AutoCADD 2006. Using AutoCADD 2006, duplicate information contained on the Record Drawings

maintained on site. Label each sheet "Record Drawing." On each sheet, the Contractor shall execute the following statement:

"Having reviewed this document with any and all attachments, I affirm that, to the best of my knowledge, the information presented here is true and accurate.

Signed: _____ *Date:* _____

Title: _____ "

c. Record pipe and wiring network alterations. Record work which is installed differently than shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points.

H.28 CONTRACTOR'S STAFF

The Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the work and progress of the subcontractors.

H.29 CONSTRUCTION STAGING AREA

Prior to establishing a staging area for use during construction, the successful Offeror shall contact the Contracting Officer or his duly authorized representative for direction and/ or an approved site.

H.30 E-VERIFY

The Department of Homeland Security, Federal Law Enforcement Training Center is highly encouraging contractors to participate in the E-Verify program. This program is the Federal Electronic Employment Verification System used to ensure that a firm's employees are authorized to work in the United States. This is a voluntary program, however the Government shall consider the extent to which an offeror demonstrates current, or recently initiated, enrollment and current, or planned participation in the E-Verify program, or any other successor program managed by DHS, during the evaluation of proposals. Firms will not be evaluated on an absolute standard, but rather the Government shall attribute more significance to offeror participation for an entire workforce versus participation only for single, or multiple, discrete workforce segments. Contractors not currently or planning participation will be given a neutral rating of this sub-factor in the evaluation of their response to this solicitation. Firms may register for the E-Verify Program on-line at: <https://www.vis-dhs.com/employerregistration/>. This site provides instructions for completing the Memorandum of Understanding (MOU) for official registration in the Program. Offerors may obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at: <http://www.DHS.GOV/E-VERIFY> or calling the USCIS at 1 (888) 464-4218.

H.31 MINIMUM INSURANCE REQUIREMENTS

(a) Within fifteen (15) calendar days after award of this contract and in accordance with FAR clause 52.228-5, Insurance-Work on a Government Installation (Section I), insurance of the following kinds and minimum amounts shall be provided and maintained during the entire period of performance of this contract, including any options which may be exercised:

TYPE AMOUNT

Workman's Compensation As required by Law
Employer's Liability \$100,000
General Liability \$500,000 per occurrence for bodily injury

Automobile Liability \$200,000 per person and \$500,000 per occurrence for bodily injury;
\$20,000 per occurrence for property damage

(b) The certificate of insurance shall include the **contract number and project title** for which the insurance is being provided. **Also included on the certificate shall be a statement to the effect that the issuing company [company issuing the insurance] will mail thirty (30) days written notice to the certificate holder [Federal Law Enforcement Training Center] if the policy(ies) is canceled before the expiration date included in the certificate of insurance.**

END OF SECTION H

**HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA**

**PART II
CONTRACT CLAUSES**

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001**

PART II-CONTRACT CLAUSES

**SECTION I-CONTRACT CLAUSES
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I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE [52.107(b)] 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 these addresses: <http://arnet.gov/far> OR <http://www-far.npr.gov/references/References.html>.

52.202-1	DEFINITIONS	[2.201]	JUL 2004
52.203-3	GRATUITIES	[3.202]	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	[3.404]	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	[3.503-2]	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	[3.502-3]	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY		
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	[3.104-9(b)]	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	[3.808(b)]	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	[3.104(a)]	DEC 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	[4.303]	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	[4.1104]	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	[4.1301]	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	[9.409(b)]	SEP 2006
3052.211-70	INDEX FOR SPECIFICATIONS	[3011.204-70]	DEC 2003
52.215-2	AUDIT AND RECORDS – NEGOTIATION	[15.209(b)]	JUN 1999
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	[15.209(h)]	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	[19.708(a)]	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	[19.811-3(e)]	DEC 1996

52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-PWNEED SMALL BUSINESS SET-ASIDE	[19.407]	MAY 2004
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	[22.103-5(a)]	FEB 1997
52.222-3	CONVICT LABOR	[22.202]	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION	[22.305]	JUL 2005
52.222-6	DAVIS-BACON ACT	[22.407(a)]	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	[22.407(a)]	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	[22.407(a)]	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	[22.407(a)]	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	[22.407(a)]	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	[22.407(a)]	JUL 2005
52.222-12	CONTRACT TERMINATION-DEBARMENT	[22.407(a)]	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS	[22.407(a)]	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	[22.407(a)]	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	[22.407(a)]	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	[22.810(a)(1)]	FEB 1999
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION COMPLETED AS FOLLOWS: GOALS	[22.810(b)]	FEB 1999
52.222-26	EQUAL OPPORTUNITY	Minority Each Trade [22.810(e)]	22.2%; 6.9% MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	[22.801(f)]	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	[22.1310(a)(1)]	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	[22.1408(a)]	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	[22.1310(b)]	SEP 2006
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	[22.1605]	DEC 2004

3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	[3022.101-71(a)]	DEC 2003
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY	[3022.101-71(b)]	DEC 2003
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	[23.303]	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	[23.1005]	AUG 2003
52.223-6	DRUG FREE WORKPLACE	[23.505(a)]	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	[23.906(b)]	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	[25.1103(a)]	FEB 2006
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	[23.906(b)]	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	[25.1103(a)]	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	[27.201-2(a)]	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	[27.202-2]	DEC 2007
52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	[27.203-5]	DEC 2007
52.228-1	BID GUARANTEE (c) IS COMPLETED AS FOLLOWS: The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00 whichever is less	[28.101-2]	SEP 1996
52.228-2	ADDITIONAL BOND SECURITY	[28.106-4(a)]	OCT 1997
52.228-5	INSURANCE – WORK ON GOVERNMENT INSTALLATION	[28.310]	JAN 1997
52.228-11	PLEDGES OF ASSETS	[28.230-6]	FEB 1992
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	[28.106-4(b)]	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	[28.204-4]	DEC 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION	[28.102-3(a)]	NOV 2006
3052.228-70	INSURANCE	[HSAR 3028.311-1]	DEC 2003
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	[29.401-3]	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	[32.111(a)(5)]	SEP 2002
52.232-16	PROGRESS PAYMENTS	[32.502-4(a)]	APR 2003
52.232-17	INTEREST	[32.617(a)&(b)]	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	[32.806(a)(1)]	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	[32.9058(b)]	SEP 2005

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	[32.1110(a)(1)]	OCT 2003
52.233-1	DISPUTES (JUL 2002) ALT I	[33.215]	JUL 2002
52.233-3	PROTEST AFTER AWARD	[33.106(b)]	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	[33.215(b)]	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	[36.502]	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	[36.503]	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	[36.505]	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	[36.506]	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	[36.507]	NOV 1991
52.236-8	OTHER CONTRACTS	[36.508]	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS	[36.509]	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	[36.510]	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	[36.511]	APR 1984
52.236-12	CLEANING UP	[36.512]	APR 1984
52.236-13	ACCIDENT PREVENTION (NOV 1991) ALT 1	[36.513]	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	[36.514]	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	[36.515]	APR 1984
52.236-17	LAYOUT OF WORK	[36.517]	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	[36.521]	FEB 1997
52.236-26	PRECONSTRUCTON CONFERENCE	[36.522]	FEB 1995
52.242-13	BANKRUPTCY	[42.903]	JUL 1995
52.242-14	SUSPENSION OF WORK	[42.1305(a)]	APR 1984
3052.242-71	DISSEMINATION OF CONTRACT INFORMATION	[HSAR 3042.203- 70(b)]	DEC 2003
3052.242-72	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	[3042.7]	DEC 2003
52.243-4	CHANGES	[43.205(d)]	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	[44.403]	MAR 2007
52.245-1	PROPERTY RECORDS	[45.107(a)]	JUN 2007
52.245-9	USE AND CHARGES	[45.106(h)]	JUN 2007
52.246-21	WARRANTY OF CONSTRUCTION	[46.710(e)(1)]	APR 1984
52.248-3	VALUE ENGINEERING- CONSTRUCTION	[48.202]	SEP 2006
52.249-2	TERMINATION FOR	[49.502(b)(1)(i)]	MAY 2004

		CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEP 1996) ALT I		
52.249-10		DEFAULT (FIXED PRICE CONSTRUCTION	[49.504(c)(1)]	APR 1984
52.253-1		COMPUTER GENERATED FORMS	[53.111]	JAN 1991
I.2	52.204-1	APPROVAL OF CONTRACT	[4.103]	DEC 1989

This CONTRACT IS subject to the written approval of the Contracting Officer and Chief, Procurement Field Branch and shall not be binding until so approved.

I.3	3052.209-70	PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES	[HSAR 3009-104-75]	DEC 2003
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(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 the acquisition described in subsection (b)(1) of Section 835 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 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, 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 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(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.

I.4 3052.215-70 KEY PERSONNEL OR FACILITIES [3015.204-3] DEC 2003

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

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

The Key Personnel or Facilities under this Contract:

Project Manager

Safety & Environmental Officer

Quality Control Officer

I.5 52.225-9 BUY AMERICAN ACT— [25.1102(a)] JAN 2005
CONSTRUCTION MATERIALS

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

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

I.6 52.236-4 PHYSICAL DATA [36.504] APR 1984

Data and information furnished or referred below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specification are the result of site investigations by N/A.

(b) Weather conditions: **See provision Section H, Time Extension for Unusually Severe Weather.**

(c) N/A

(d) N/A

I.7 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS [44.403] MAR 2007

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

“Commercial item” has the meaning 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) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 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) (flow down 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.

I.8 52.252-6 AUTHORIZED DEVIATIONS IN [52.107(f)] APR 1984
CLAUSES

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

(b) The use in this solicitation or contract of any authorized Department of Homeland Security deviation to (48 CFR 1352, Title 31) clauses is indicated by the addition of “(DEVIATION)” after the name of the regulation.

END OF SECTION I

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

PART III
LIST OF DOCUMENTS, EXHIBITS, AND
OTHER ATTACHMENTS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

**SECTION J
 LIST OF ATTACHMENTS**

J.1 List of Documents, Exhibits, and Other Attachments

Listed below are documents attached to, and forming a part of, this contract:

Attachment #	Title	Form #	# of Pages	References
1	Visitor Guidelines		2	
2	Construction Contractor's Invoice	FTC-FAC-70 (9/01)	2	G.7
3	Payment Requisition	FTC-FAC-70 (Supplement)	1	G.7
4	Contractor's Release	DHS FORM 700-3	1	G.6
5	Payroll Form	WH 347 (4/06)	2	G.7
6	Daily Report to Inspector	FTC-FMD-42 (6/99)	2	G.8
7	Contractor Construction Safety Violation	FTC-FMD-66 (12/00)	1	
8	Contract Construction Compliance Notice	FTC-FMD-65 (5/90)	1	
9	Letter of Transmittal	FTC-FMD-74 (LOCAL) (12/00)	1	
10	Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificate of Compliance for Approval	TBD	2	
11	Reserved	N/A	51	
12	Contract Variance	FTC-FMD-72 (12/00)	2	
13	Reserved			
14	Disclosure of Lobbying Activities	SF-LLL (7/97)	2	K.3
15	Work Outside Normal Hours	TBD	1	
16	Bid Bond	SF24 (10/98)	2	L.7
17	Performance Bond	SF25 (5/96)	2	L.9
18	Payment Bond	SF25A (10/98)	2	L.9
19	Affidavit of Individual Surety	SF28 (6/03)	2	L.11
20	Davis-Bacon Wage Determinations		11	L12
21	Non-Disclosure	DHS Form 11000-6	3	
22	Badge Application form for Contractors	FTC-SEM-17a	2	H.4
23	Excavation/Utility/Outage Request	TBD	1	
24	Questionnaire for Public Trust Positions	SF85P	11	H.4
25	Statement and Acknowledgment	SF-1413 (7/05)	1	52.222.11
26	Required Format for Irrevocable Letter of Credit (ILC)		2	L.10
27	Required Format for Financial Institution to Confirm and Irrevocable Letter of Credit		2	L.10
28	Request for Authorization of Additional Classification	SF1444 (12/01)	1	
29	Reserved		2	H.7

Guidelines for Visitor and Contractor Employee
Access to the Federal Law Enforcement Training Center

The nature of the work accomplished at the Federal Law Enforcement Training Center (FLETC) requires a careful screening of all personnel working and visiting within the confines of the property. Federal employees are routinely screened prior to employment. This same process is necessary for anyone with full or near full access to the FLETC.

A visitor who has a criminal history, as outlined below, will not be allowed access to the FLETC. Further, contractors shall not assign an employee to work on the FLETC with a criminal history such as:

- A felony conviction within the last 10 years.
 - A misdemeanor, or a serious nature, within the last 5 years*.
 - Multiple misdemeanors within the last five years.
 - An active "habitual offender" classification for any violation of the law**.
 - Criminal history involving drug sales and trafficking, violence against law enforcement officers, disdain of legal authority, violations of moral turpitude (e.g., child brutality, child molestation, rape, wrongful death of another, etc.), or other crimes of violence.
 - Any history, which would reflect badly on the FLETC in the eyes of the public, or otherwise pose a threat to the safety and security of the FLETC, persons, or property.
- * The determination of a serious misdemeanor will be made by the FLETC Security Officer or designee.
- ** The discontinuance of a "habitual offender" status will not automatically gain the individual access to the FLETC. A period of waiting, designated on a case-by-case basis, will be observed prior to granting permission to enter the FLETC.

Exceptions to this policy may be granted when, in the discretion of the Director, FLETC, they are warranted.

Felony: A crime of a graver or more serious nature than those designated as misdemeanors; e.g., aggravated assault (felony) as contrasted with simple

assault (misdemeanor). Under Federal law, and many State statutes, any offense punishable by death or imprisonment for a term exceeding one year (18 U.S.C.A. 1.). Many State penal or criminal codes define felony status crimes and states in turn have various classes of felonies (e.g., Class A, B, C, etc.) with varying sentences for each class.

Misdemeanor: Offenses lower than felonies and generally those punishable by fine or imprisonment in other than a penitentiary. Under Federal law, and most State laws, any offense other than a felony is classified as a misdemeanor (18 U.S.C.A. 1.). Certain states also have various classes of misdemeanors (e.g., Class A, B, etc.)

FTC-FAC-70 (5/97)
**CONSTRUCTION CONTRACTOR'S
INVOICE**

OFFICIAL DATE OF RECEIPT BY GOVERNMENT

Contractor's Name and Address (As shown on Contract)

For FLETC Use Only

CONTRACTOR MUST ALSO COMPLETE CERTIFICATION ON REVERSE OR PAYMENT WILL NOT BE MADE

Contract No. _____ Invoice No. _____ Invoice Date _____

Delivery Order No. _____ Work Order No. _____

Total Contract Amount \$ _____ through Change Order No. _____ Dated _____

Value of Work Completed \$ _____

Total of Prior Invoices \$ _____

Amount of this Invoice \$ _____

Signature and Title _____

(Authorized Contractor Representative)

GOVERNMENT CERTIFICATION OF INVOICE

Date _____

FROM: Contracting Officer's Technical Representative (COTR)
THRU: (1) Chief, Design-Construction Branch (FAC/D-CB)
(2) Contracting Officer (PRO/CCB)
TO: Budget and Finance Division (BFD/FIN)

CONTRACT WORK CERTIFIED COMPLETE

\$ _____

LESS: Retention (\$ _____)

Previous Payments (\$ _____)

Other (Deductions) (\$ _____)

Liquidated Damages @ \$ _____ /day x _____ days = (\$ _____)

AMOUNT CERTIFIED FOR PAYMENT

\$ _____

Remarks:

Evaluated
by:

COTR/PM (FAC) Date

Payment
Approved
by:

Contracting Officer (PRO/CCB) Date

Reviewed
by:

Chief, Design/Construction Branch (FAC) Date

ATTACHMENT #2

I hereby certify, to the best of my knowledge and belief, that ---

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

CONTRACTOR'S RELEASE

OMB STATEMENT: This collection of information is mandatory and will be used to fulfill the requirements of the Homeland Security Acquisition Regulation (HSAR). Public reporting burden is estimated to average 1 hour per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405, and to the Office of Management and Budget, Information and Regulatory Offices, 725 17th Street, NW, Washington, DC 20503. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 1600-0002.

CONTRACTOR (Name and Address)	ENTER SUM OF TOTAL OF AMOUNTS PAID AND PAYABLE
CONTRACT NO.	\$

Pursuant to the terms of the above numbered contract and in consideration of the sum stated above, which has been paid or is to be paid to the Contractor, or its assignees, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: (or state "None")
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract; and
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under any provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESSES WHEREOF, this release has been executed this _____ day of _____

(Contractor)

BY _____

TITLE _____

NOTE: In the case of a corporation, witnesses are not required but the statement below must be completed.

I, _____, am the _____ secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then _____ of said corporation; release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

(Signature)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date _____

I, _____ (Name of Signatory Party) _____ (Title) _____ do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ or the _____ (Building or Work) _____ that during the payroll period commencing on the _____ day of _____ and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3, (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

DAILY REPORT TO INSPECTOR

CONTRACT NO.		TITLE AND LOCATION		DATE
				REPORT NO.
CONTRACTOR (Prime or Subcontractor)			NAME OF SUPERINTENDENT OR FOREMAN	
WEATHER - A.M.			TEMPERATURE - A.M. ° F	
WEATHER - P.M.			TEMPERATURE - P.M. ° F	
PRIME CONTRACTOR/ SUBCONTRACTOR WORKFORCE (Use additional sheets if required)			LOCATION AND DESCRIPTION OF WORK PERFORMED	
NUMBER	TRADE	HOURS	EMPLOYER	
TOTAL WORK HOURS ON JOB SITE THIS DATE			WERE THERE ANY LOST TIME ACCIDENTS THIS DATE?	
CUMULATIVE TOTAL OF HOURS FROM PREVIOUS REPORT			<input type="checkbox"/> YES <input type="checkbox"/> NO	
TOTAL WORK HOURS FROM START OF CONSTRUCTION				
INSPECTION AND/OR TESTING PERFORMED TODAY -- FOLLOW WITH REPORT		LOCATION AND/OR ELEMENT OF WORK		REMARKS RESULTS OF INSPECTIONS/ TESTING
SPEC.PARA. AND / OR DRAWING NO.	EQUIPMENT / MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB (Description, Sizes, Quantity)		SUBMITTAL NO. OR CERTIFICATION	DATE APPROVED

SPEC. PARA AND/OR DRAWING NO.	LOCATION AND DESCRIPTION OF DEFICIENCIES (Materials, Equipment, Safety, and/or Workmanship) ACTION TAKEN OR TO BE TAKEN			
DEFICIENCIES CORRECTED THIS DATE			REFERENCE	
			REPORT NO.	COMPLIANCE NOTICE NO.
CONSTRUCTION AND PLANT EQUIPMENT LEFT ON JOB SITE UNTIL USE IS COMPLETED				
DESCRIPTION	DATE FIRST ON JOB (First time only)	HOURS WORKED THIS DATE	HOURS IDLED	DATE OF FINAL REMOVAL FROM JOB SITE
CONSTRUCTION AND PLANT EQUIPMENT NOT LEFT ON JOB SITE PERMANENTLY (This will include pickup trucks and mobile mounted items, such as compressor, that are also used for transportation to and from the job)				
DESCRIPTION		HOURS WORKED	HOURS IDLED	
REMARKS (Include written directions received from COTR. Identify any errors and/or omission in P/S: pertinent information)				
_____ CONTRACTOR/SUPERINTENDENT			_____ DATE	
CONSTRUCTION REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THIS REPORT				
_____ CONSTRUCTION REPRESENTATIVE			_____ DATE	

CONTRACTOR CONSTRUCTION SAFETY VIOLATION

CONTRACTOR				
CONTRACT NO.				
NO.	DESCRIPTION	REF.	DUE DATE	ACTION TAKEN
CLASSIFICATION: <input type="checkbox"/> - SERIOUS CONDITION <input type="checkbox"/> - POTENTIALLY SERIOUS CONDITION <input type="checkbox"/> - OTHER THAN SERIOUS CONDITION <input type="checkbox"/> - INFORMATION				
ISSUED BY:		GIVEN TO CONTRACTOR REP.		CONTRACTOR REP. SIGNATURE
		DATE:	TIME:	
INSTRUCTIONS THIS FORM IS APPLICABLE TO CONSTRUCTION CONTRACTS ACCOMPLISHED UNDER THE COGNIZANCE OF THE CONTRACTING OFFICER, FEDERAL LAW ENFORCEMENT TRAINING CENTER. DISTRIBUTION OF COMPLETED FORM: Original - To Superintendent or Safety Representative Copy 2 - To Contractor's Home Office Copy 3 - To FMD Office Copy 4 - To FLETC Safety Manager Copy 5 - To Contract Files				

Original

CONTRACT CONSTRUCTION COMPLIANCE NOTICE

1. CONTRACTOR		3. NOTICE NUMBER	
2. CONTRACT NUMBER, PROJECT, AND ACTIVITY		4. DATE	
5. SPEC PARAGRAPH AND/OR DRAWING NUMBER			
6. REFERENCE (Shop Drawing, Certification, CQC Report Number)			
7. DEFICIENCY IN WORKMANSHIP AND/OR MATERIAL		8. CORRECTIVE ACTION ACCOMPLISHED	
This notice does NOT authorize any work not included in the contract and shall not constitute a basis for additional payment or time. If you are in disagreement with this Notice, contact COTR immediately	9A. CONSTRUCTION REPRESENTATIVE		
	DATE NOTED	SIGNATURE AND TITLE	
	9B. PROJECT MANAGER		
	DATE ISSUED	SIGNATURE AND TITLE	
	9C. CONTRACTOR'S ACKNOWLEDGMENT		
	DATE RECEIVED	SIGNATURE AND TITLE	

INSTRUCTIONS

GENERAL

This form is applicable to construction contracts accomplished under the cognizance of the Federal Law Enforcement Training

Distribution of Completed Form

- Superintendent or CQC Representative (Original and copy 1)
- Contractor's home office (Copy 2)
- Construction Representative (Copy 3)
- Contract File (Copy 4)

Item No. 3. Notice Number

Number consecutively for each job with only one Deficiency noted

Item No. 10

For completion by contractor as appropriate. Indicate corrective action on Contractor Daily Report.

(Original)

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GEORGIA 31524**

LETTER OF TRANSMITTAL

FROM _____ _____ _____ _____ TO _____ _____ _____	DATE _____ PROJECT _____ LOCATION _____ ATTENTION _____ RE _____ _____ _____
---	--

GENTLEMEN:

WE ARE SENDING YOU

HEREWITH

DELIVERED BY HAND

UNDER A SEPARATE COVER

VIA _____ THE FOLLOWING ITEMS:

PLANS

PRINTS

SHOP DRAWINGS

SAMPLES

SPECIFICATIONS

ESTIMATES

COPY OF LETTER

COPIES	DATE OR NO.	DESCRIPTION

THESE ARE TRANSMITTED AS INDICATED BELOW:

FOR YOUR USE

APPROVED AS NOTED

FOR APPROVAL

APPROVED FOR CONSTRUCTION

AS REQUESTED

RETURNED FOR CORRECTIONS

FOR REVIEW AN COMMENT

RETURNED AFTER LOAN TO US

SUBMIT _____ COPIES FOR _____

RETURN _____ CORRECTED PRINTS

RESUBMIT _____ COPIES FOR _____

FOR BIDS DUE _____

REMARKS _____

IF ENCLOSURES ARE NOT AS INDICATED,
PLEASE NOTIFY US AT ONCE.

(SIGNATURE)

FTC-FMD-74 (5/99)

**TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR
MANUFACTURER'S CERTIFICATE OF COMPLIANCE FOR APPROVAL
(READ INSTRUCTIONS ON THE REVERSE SIDE PRIOR TO INITIATING THIS FORM)**

I. REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (THIS SECTION TO BE INITIATED BY THE CONTRACTOR)

FROM	DATE	CONTRACT NO.
TO	<input type="checkbox"/> NEW SUBMITTAL	TRANSMITTAL NO.
Facilities Management Division	<input type="checkbox"/> RESUBMITTAL	PREVIOUS TRANS NO. (if any)
Via		

SPECIFICATION SECTION NO. (Cover only one section with each transmittal) _____ PROJECT TITLE AND LOCATION _____

ADDITIONAL ENCLOSURES TO _____ ADDITIONAL COPIES TO _____

ITEM NO.	DESCRIPTION OF ITEMS SUBMITTED (Type, size, model number, etc.)	MFG OR CONTR CAT, CURVE DRAWING OR BROCHURE NO. (See instruction no. 7)	NO. OF COPIES	Y & D SPECIFICATION PARA. NO.	Y & D DRAWING SHEET PLATE, OR TITLE NO.	GOVT USE ONLY ACTION CODE

DISTRIBUTION REQUESTED (Attach additional sheet, if necessary) _____ NAME AND SIGNATURE OF CONTRACTOR _____

II. GOVERNMENT ACTION (THIS SECTION WILL BE USED BY THE APPROVING AUTHORITY ONLY)

ACTION CODES THE FOLLOWING CODES ARE GIVEN TO ITEMS SUBMITTED (A code letter will be inserted for each item in column g section I, above.)
 A - APPROVED AS SUBMITTED
 C - APPROVED, EXCEPT AS NOTED ON DRAWINGS
 R - APPROVED, EXCEPT AS NOTED ON DRAWINGS
 RESUBMISSION NOT REQUIRED
 D - WILL BE RETURNED BY SEPARATE CORRESPONDENCE
 E - DISAPPROVED
 SEE ATTACHED SHEET
 REFER TO ATTACHED SHEET RESUBMISSIONS REQUIRED
 SEE ATTACHED SHEET

NOTE: Approval of items does not release the contractor from complying with all the requirements of the contract plans and specifications.

ENCLOSURES RETURNED (List by Item No.) _____ NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY _____ DATE _____

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box on the reverse side; on resubmittals, insert transmittals number of last submission as well as the new submittal number.
3. Submittals requiring expeditious handling will be submitted on a separate form.
4. Separate transmittal form will be used for Shop Drawings submitted under separate sections of the specifications.
5. Submittals not in accordance with the plans and specifications will be accompanied by a written statement to the effect. Absence of such a statement will be taken to mean that the submittal complies fully with the plans and specifications.
6. Form is self-transmittal; letter of transmittal is not required.
7. When a sample of material or Manufacturer's Certification of compliance is transmitted, indicate "Sample" or "Certificate" in column C section I.
8. Facilities Management Division approving authority will assign action codes as indicated in section II in space provided in section I to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor.

(Transmittal Sheet Back)

CONTRACT VARIANCE

From: _____ _____ _____ To: _____ _____ _____	Contract No.: _____ Title: _____ _____ Date: _____ _____ Attachments/Enclosures (1) _____ (2) _____ (3) _____	Variance No: _____ (Design/Construction Use)
--	--	---

Description of Variance: _____

Drawings Affected: _____
 Specification Paragraphs Affected: _____
 Technical Submittal Transmittal No. _____ Submittal No. _____ Affected _____

Reason for Variance: _____

You are requested to complete the appropriate action below by _____ Date _____

<p>CONTRACTOR QUALITY CONTROL ACTION As CQC Representative, I recommend acceptance of the proposed variance: _____ Date _____ CQC Representative _____ Date _____</p> <p>CONTRACTOR PROJECT MANAGEMENT ACTION The above variance will not result in a change in contract price or time of completion for this or any related work in accordance with the contract (Section _____, Paragraph _____ entitled "Equitable Adjustments, Waiver and Release of Claims")</p> <p>Authorized Mgmt. Rep. _____ Date _____ _____ Title _____</p>	<p style="text-align: center;">FMD DESIGN/CONSTRUCTION ACTION</p> <p>{ X } Accept _____ Date _____ { } Not Acceptable _____ Date _____</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Contracting Officer's Technical Rep.. Title</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Contracting Officer Title</p> <p>Distribution by Design/Construction: Procurement (Original) COTR (Copy) Contractor (Copy) Construction Representative (Copy)</p>
---	--

(SEE REVERSE FOR DEFINITION/CONTRACTOR'S WARRANT/INSTRUCTIONS FOR USE)

DEFINITION OF VARIANCE:

The term of variance or variation is used to mean a variance that is minor and does not involve a change in price or time of performance. The use of this Contract Variance Form is limited to those variations which are determined by the Contracting Officer to be minor and do not involve a change in the contract price, time of performance or terms of the contract for which a modification need not be issued.

CONTRACTOR'S WARRANT OF VARIANCE:

As a condition of this proposal, the contractor warrants the following:

- a. that the contractor has reviewed the entire contract in order to establish that the proposed variation, if incorporated, will be compatible with all other elements of construction as specified and indicated; and
- b. that the contractor shall take any action and bear any additional expense which may arise by reason of incorporating the proposed variation, including but not limited to changes in this or other elements of construction resulting from the incompatibility of the proposed variation with any other element of construction as specified or indicated.

USE OF THE FORM:

1. The contractor is responsible for completing the following information: From, To, Contract No., Title, Attachments/Enclosures, Description, Drawings Affected, Specification Paragraphs Affected, Technical Submittal Transmittal No./Submittal No./Affected, Reason for Variance, and the CQC and Contractor Project Management Action Blocks. The contractor is also to indicate a date by which the FMD Design/Construction Action is desired to be completed.
2. The contractor must forward all copies to the FMD Design/Construction when requesting variance. Also, six copies of all attachments/enclosures must accompany the contractor's original variance request.
3. Upon receipt of the completed form, the FMD Design/Construction will Accept or Not Accept the variance and make appropriate distribution.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

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: 4c	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 (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, 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 the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

WORK OUTSIDE NORMAL HOURS

DATE: _____

From: CONTRACTOR _____

To: PM/COTR, FMD, Glynco, GA

Subj: OVERTIME REQUEST FOR CONTRACT _____

TITLE: _____

1. It is requested that permission be granted to work overtime/outside of regular hours as follows:

<u>DATE/DATES</u>	<u>FROM (HOURS) TO</u>	<u>WORK TO BE PERFORMED</u>

2. It is understood that approval is based on the following conditions:

- a. All work will be visible for Government inspection on the following working day.
- b. Compliance with Labor Standards Regulations (time and one-half for all hours worked in excess of eight hours per day or forty hours per week, whichever is the greater number of hours).
- c. No additional time for completion or additional cost to the Government.

SIGNATURE AND TITLE

From: PM/COTR, FMD, Glynco, GA

To: CONTRACTOR: _____

1. The above request is: _____ APPROVED

_____ DISAPPROVED

Comments: _____

SIGNATURE (PM/COTR)

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <hr/> STATE OF INCORPORATION
--	--

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	
OBLIGATION:						

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	3. _____ <i>(Seal)</i>	<i>Corporate Seal</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>			
NAME(S) <i>(Typed)</i>	1. _____	2. _____			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1. _____	2. _____	<i>Corporate Seal</i>	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION																				
SURETY(IES) (Name(s) and business address(es))	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NO.					
PENAL SUM OF BOND																					
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																		
CONTRACT DATE		CONTRACT NO.																			

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)
NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	
NAME(S) (Typed)	1. _____	2. _____	
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1. _____	2. _____
	NAME(S) & TITLE(S) (Typed)	1. _____	2. _____
			Corporate Seal

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 25 (REV. 5-96)
Prescribed by GSA-FAR (48 CFR) 53.228(b)

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM	▶	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION																				
SURETY(IES) (Name(s) and business address(es))	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NO.					
PENAL SUM OF BOND																					
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																		
CONTRACT DATE		CONTRACT NO.																			

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
	SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)
	NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____
INDIVIDUAL SURETY(IES)				
	SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	
	NAME(S) (Typed)	1. _____	2. _____	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT
				\$
	SIGNATURE(S)	1. _____	2. _____	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. _____	2. _____		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

AFFIDAVIT OF INDIVIDUAL SURETY
(See instructions on reverse)

OMB No.: 9000-0001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (MVA), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF _____	SS.
COUNTY OF _____	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP Code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) <i>(Number, Street, City, State, ZIP Code)</i>	6. TELEPHONE NUMBER HOME - BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND.

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)
---------------	---

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED			b. CITY AND STATE (Or other jurisdiction)		Official Seal
MONTH	DAY	YEAR			
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH <i>(Type or print)</i>			d. SIGNATURE	e. MY COMMISSION EXPIRES	

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

STANDARD FORM 28 (RLV. 6/2003)
Prescribed by GSA-FAR (48 CFR) 53.228(c)

ATTACHMENT #19

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety. Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.

DAVIS-BACON WAGE DETERMINATION

- 1.1 HIGHWAY CONSTRUCTION
- 1.2 HEAVY CONSTRUCTION (HEAVY AND SEWER AND WATER LINE)
- 1.3 BUILDING CONSTRUCTION PROJECTS (DOES NOT INCLUDE RESIDENTIAL...)
- 1.4 DEMOLITION WORK
- 1.5 WAGE CLASSIFICATION NOT INCLUDED IN THE ABOVE DETERMINATIONS
- 1.6 FINAL DETERMINATION OF APPROPRIATE WAGE CLASSIFICATION AND WAGE DETERMINATION
- 1.7 DAVIS-BACON WAGE DETERMINATION(S) ATTACHED

-- End of Document Table of Contents --

1.1 HIGHWAY CONSTRUCTION - The HIGHWAY construction is generally the construction, alterations, or repair of roads, streets, highways, runways, taxies, alleys, parking areas, and other similar projects that are not incidental to "building," "residential," or "heavy" construction.

1.2 HEAVY CONSTRUCTION - HEAVY construction includes those projects that are not properly classified as either "building," "residential," or "highway," and is of a catchall nature. Such heavy projects may sometimes be distinguished on the basis of their individual characteristics, and separate schedules issued (e.g., "dredging," "water and sewer line," "dams," "flood control," etc.) Generally the HEAVY wage determination shall be used for allsite utility distribution, roughsite development and grading, sewage treatment plant work other than buildings, and contaminated soil removal and replacement and associated work.

1.3 BUILDING CONSTRUCTION PROJECTS - Building construction is generally the construction of sheltered enclosures with walk-in access, for housing persons, machinery, equipment, or supplies. It typically includes all construction of such structures, installation of utilities and equipment (both above and below grade level), as well as incidental grading, utilities and paving, unless there is an established area practice to the contrary.

1.4 DEMOLITON WORK – All DEMOLITION work will be appropriately classified according to the type of follow-on construction to be performed on the demolition site. For example: Contractor's demolition of existing structure to prepare the site for a roadway will assume the W/D of the roadway construction, which is a HIGHWAY W/D.

1.5 WAGE CLASSIFICATIONS NOT INCLUDED IN THE ABOVE DETERMINATIONS

1.5.1 Each Wage Determination (W/D) stands alone on the basis of the type of work being performed. The type of work covered by each W/D is listed above and in more general terms at the beginning of each determination. There may be cases where the same classification is listed interchangeably between types of construction. That is to say, an unskilled laborer under the highway W/D may not be used at the minimum highway wage rate for that same classification of work under the building W/D, which has a higher minimum wage rate for the same unskilled laborer classification. If a classification is listed in one W/D, covering a certain portion of the work, but is required in another portion of the work covered by a W/D which does not include the same classification, then a SF-1444 must be submitted to establish the minimum rate under the appropriate W/D. An example might be that a Backhoe Operator classification is listed under the heavy construction W/D but not under the Building W/D, however, a Backhoe Operator may be required under the portion of work covered by the Building W/D. In this case a separate W/D must be established.

1.5.2 For classifications of work not specifically listed in a W/D, but for which there is significant labor required in that portion of the project, the contractor shall submit a proposed wage rate using the Standard Form 1444, REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE. This form will be completed by the contractor after contract award, and submitted to the FIELD OFFICE for concurrence and forwarding to the Department of Labor for final approval.

1.6 FINAL DETERMINATION OF APPROPRIATE WAGE CLASSIFICATION AND WAGE DETERMINATION

(a) When the applicable W/D, appropriate for the specific Division of work, cannot be determined by the contractor or is questioned as to its appropriateness by the Contracting Officer or their representative, a final determination will be made by the Department of Labor.

1.8 DAVIS-BACON WAGE DETERMINATION (S) ATTACHED:

GA080078 BUILDING CONSTRUCTION PROJECTS

Wage rates will be incorporated in the final award document.

General Decision Number: GA080078 07/25/2008 GA78

Superseded General Decision Number: GA20070078

State: Georgia

Construction Type: Building

County: Glynn County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	04/04/2008
2	07/04/2008
3	07/25/2008

CARP0256-004 07/01/2008

	Rates	Fringes
CARPENTER.....	\$ 19.75	8.31
MILLWRIGHT.....	\$ 20.45	8.31
PILEDRIVERMAN.....	\$ 20.00	8.31

ELEC0508-001 09/01/2007

	Rates	Fringes
Electtrician.....	\$ 20.85	6.74

PLUM0177-002 08/01/2007

	Rates	Fringes
PIPEFITTER (excluding HVAC piping).....	\$ 18.74	9.65

FOOTNOTE: The counting of fixtures shall not include hose bibbs, garbage or floor drains.

* SUGA1996-002 09/03/1996

	Rates	Fringes
Acoustical Tile Installer.....	\$ 10.00	
Bricklayer/Blocklayer.....	\$ 12.96	
Cement Mason/Concrete Finisher...\$	9.75	
DRYWALL HANGER.....	\$ 12.00	
GLAZIER.....	\$ 10.58	.71
HVAC MECHANIC (pipe work).....	\$ 11.50	.58

Laborer, Unskilled.....	\$ 6.55	
PLUMBER (does not include HVAC piping).....	\$ 13.53	4.78
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 12.00	
Sheet Metal Worker (including HVAC duct work).....	\$ 11.36	.81
TILE SETTER.....	\$ 10.75	
TRUCK DRIVER.....	\$ 8.25	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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 (PCII)
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I attest that I am familiar with, and I will comply with all requirements of the PCII 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 PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII 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)
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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.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

Signature:

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

SECTION C - To be completed by Contracting Officer, Contractor, Officer's Representative

18. Type of Badge Requested:
 Contractor PIV Contractor - Less than 6 months Access Badge Contractor - Intermittent Access Badge
Contracting Officer's Signature: _____ **Phone:** _____ **Date:** _____

SECTION D - To be completed by SEM Staff Member

19. Type of Badge to be Issued:
 Contractor PIV Contractor TI Contractor FV
SEM Staff Member Signature: _____ **Phone:** _____ **Date:** _____

SECTION E - To be completed by Security Personnel Issuing Badge

20. Identification Proof Provided by Applicant:
 Acceptable forms of identification include: For (a) or (b): U.S. Passport (unexpired or expired); Unexpired foreign passport with I-551 stamp or attached Form I-94 indicating unexpired employment authorization; Permanent Resident Card or Alien Registration Receipt Card with photograph (Form I-551); Unexpired Temporary Resident Card (Form I-688A); Unexpired Employment Authorization Document issued by DHS that contains a photo (Form I-688B); Driver's License or ID card issued by state or outlying possession of the U.S. provided it contains a photograph; ID card issued by federal, state or local government agencies or entities, provided it contains a photograph; or Military Dependent's ID Card.
 For (b) only: U.S. Social Security Card issued by the Social Security Administration (must not be marked invalid for employment and must not be laminated); Certificate of Birth Abroad issued by Department of State (Form PS-543 or Form DS-1350); Original or certified copy of a Birth Certificate issued by a state, county, municipal authority or outlying possession of the U.S. bearing an official seal; U.S. Citizen ID Card (Form I-197); or ID Card for Dec of Resident Citizen in the U.S. (Form I-179).

(a) Type: _____ (b) Type: _____
 Number: _____ Number: _____
 Expiration: _____ Expiration: _____

Badge Issued by (Signature): _____ **Phone:** _____ **Date:** _____

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
EXCAVATION/UTILITY/ OUTAGE REQUEST

MEMORANDUM

Date: _____

From: _____ (Phone) _____

TO: PM/COTR, FMD, Glynco, GA

Contract: _____

Subj: REQUEST FOR: (EXCAVATION) (UTILITIES) (OUTAGE)

1. Event schedule:

a) Date/time: _____

b) Location: _____

c) Reason: _____

d) Dwg: _____

2. Contractor has contacted the following companies to locate telephone, gas, and cable lines:

a) _____ Yes: _____ No: _____

b) _____ Yes: _____ No: _____

c) _____ Yes: _____ No: _____

d) Georgia Power Yes: _____ No: _____

3. This request is submitted _____ working days prior to event scheduled:

Printed name and Signature

MEMORANDUM

Date: _____

From: PM/COTR, FMD, Glynco, GA

To: Contractor

1. The subject request of events have been reviewed, and approved/ disapprove.

2. Additional utilities were / were not found in the area. see attached drawing.

3. Please proceed with event after acknowledgment of all comments.

4. FMD point of contact is: _____ ext: _____

5. Additional comments:

Date: _____

Printed Name and Signature

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible 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.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well.

These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.
2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.
3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."
4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.
5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.
6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.
7. All telephone numbers must include area codes.
8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.
9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.
10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

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 21, 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 USC 2904 and 2906.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, 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 Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

**QUESTIONNAIRE FOR
 PUBLIC TRUST POSITIONS**

OPM USE ONLY	Codes	Case Number
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Agency Use Only (Complete items A through P using instructions provided by USOPM)

A Type of Investigation	B Extra Coverage	C Sensitivity/Risk Level	D Compu/ADP	E Nature of Action Code	F Date of Action	Month	Day	Year	
G Geographic Location	H Position Code	I Position Title							
J SON	K Location of Official Personnel Folder	None NPRC At SON						Other Address	ZIP Code
L SOI	M Location of Security Folder	None At SOI NPI						Other Address	ZIP Code
NOFAC-ALC Number	O Accounting Data and/or Agency Case Number								
P Requesting Official	Name and Title			Signature		Telephone Number		Date	

Persons completing this form should begin with the questions below.

1 FULL NAME <ul style="list-style-type: none"> • If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN". 	2 DATE OF BIRTH					
- If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.						
Last Name	First Name	Middle Name	Jr., II, etc.	Month	Day	Year

3 PLACE OF BIRTH - Use the two letter code for the State. City _____ County _____ State _____ Country (if not in the United States) _____	4 SOCIAL SECURITY NUMBER
---	---------------------------------

5 OTHER NAMES USED

Name #1	Month/Year	To	Month/Year	Name #3	Month/Year	To	Month/Year
Name #2	Month/Year	To	Month/Year	Name #4	Month/Year	To	Month/Year

6 OTHER IDENTIFYING INFORMATION

Height (feet and inches)	Weight (pounds)	Hair Color	Eye Color	Sex (Mark one box)
				<input type="checkbox"/> Female <input type="checkbox"/> Male

7 TELEPHONE NUMBERS

Work (include Area Code and extension) Day () Night ()	Home (include Area Code) Day () Night ()
--	--

8 CITIZENSHIP a Mark the box at the right that reflects your current citizenship status, and follow its instructions.	b Your Mother's Maiden Name
<input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. Answer items b and d.	
<input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. Answer items b, c and d.	
<input type="checkbox"/> I am not a U.S. citizen. Answer items b and e.	

9 UNITED STATES CITIZENSHIP If you are a U.S. Citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship

Naturalization Certificate (Where were you naturalized?)

Court	City	State	Certificate Number	Month/Day/Year Issued
-------	------	-------	--------------------	-----------------------

Citizenship Certificate (Where was the certificate issued?)

City	State	Certificate Number	Month/Day/Year Issued
------	-------	--------------------	-----------------------

State Department Form 240 - Report of Birth Abroad of a Citizen of the United States

Give the date the form was prepared and give an explanation if needed.

U.S. Passport	Month/Day/Year	Explanation
---------------	----------------	-------------

This may be either a current or previous U.S. Passport

Passport Number	Month/Day/Year Issued
-----------------	-----------------------

d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right.

Country

e ALIEN If you are an alien, provide the following information:

Place You Entered the United States:	City	State	Date You Entered U.S.	Alien Registration Number	Country(ies) of Citizenship
			Month Day Year		

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1	Month/Year To Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knows You		Street Address	Apt. #	City (Country)	State	ZIP Code
						Telephone Number ()
Month/Year #2	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
						Telephone Number ()
Month/Year #3	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
						Telephone Number ()
Month/Year #4	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
						Telephone Number ()
Month/Year #5	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
						Telephone Number ()

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List all College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

- 1 - High School
- 2 - College/University/Military College
- 3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
				ZIP Code	Telephone Number ()
Month/Year #2	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
				ZIP Code	Telephone Number ()
Month/Year #3	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
				ZIP Code	Telephone Number ()

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

- **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations	5 - State Government (Non-Federal employment)	7 - Unemployment (Include name of person who can verify)
2 - National Guard/Reserve	6 - Self-employment (Include business and/or name of person who can verify)	8 - Federal Contractor (List Contractor, not Federal agency)
3 - U.S.P.H.S. Commissioned Corps		9 - Other
4 - Other Federal employment		

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

#1	Month/Year To	Month/Year Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							
#2	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							
#3	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

Month/Year #4	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

Month/Year #5	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

Month/Year #6	Month/Year To	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address			City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)			City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)			City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

12 YOUR EMPLOYMENT RECORD	Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.	Yes	No

Use the following codes and explain the reason your employment was ended:

1 - Fired from a job 3 - Left a job by mutual agreement following allegations of misconduct 5 - Left a job for other reasons under unfavorable circumstances

2 - Quit a job after being told you'd be fired 4 - Left a job by mutual agreement following allegations of unsatisfactory performance

Month/Year	Code	Specify Reason	Employer's Name and Address (Include city/Country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page →

16	YOUR MILITARY HISTORY	Yes	No
	a Have you served in the United States military?		
	b Have you served in the United States Merchant Marine?		

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

•Code. Use one of the codes listed below to identify your branch of service.

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

•O/E. Mark "O" block for Officer or "E" block for Enlisted.

•Status. "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

•Country. If your service was with other than the U.S. Armed Forces, identify the country for which you served

Month/Year	Month/Year	Code	Service/Certificate No.	Status				Country
				O	E	Active	Active Reserve	
	To							
	To							

17	YOUR SELECTIVE SERVICE RECORD	Yes	No
	a Are you a male born after December 31, 1959? If "No," go to 18. If "Yes," go to b.		
	b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.		

Registration Number Legal Exemption Explanation

18	YOUR INVESTIGATIONS RECORD	Yes	No
	a Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.		

Codes for Investigating Agency

- 1 - Defense Department 4 - FBI
- 2 - State Department 5 - Treasury Department
- 3 - Office of Personnel Management 6 - Other (Specify)

Codes for Security Clearance Received

- 0 - Not Required 3 - Top Secret 6 - L
- 1 - Confidential 4 - Sensitive Compartmented Information 7 - Other
- 2 - Secret 5 - Q

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

b	To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.	Yes	No

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

19	FOREIGN COUNTRIES YOU HAVE VISITED	Yes	No
List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)			
•Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other			
•Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").			
•Do not repeat travel covered in items 9, 10, or 11.			

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1	To			#5	To		
#2	To			#6	To		
#3	To			#7	To		
#4	To			#8	To		

Enter your Social Security Number before going to the next page →

20 YOUR POLICE RECORD (Do not include anything that happened before your 18th birthday.)

In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than \$150.)

If you answered "Yes," explain your answer(s) in the space provided

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court (City and county/country if outside the U.S.)	State	ZIP Code

21 ILLEGAL DRUGS

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

a In the last year, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?

b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another?

If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To	To		
To	To		

22 YOUR FINANCIAL RECORD

a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.

Month/Year	Type of Action	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government

If you answered "Yes," provide the information requested below:

Month/Year	Type of Loan or Obligation and Account #	Name/Address of Creditor or Obligor	State	ZIP Code

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink) _____ Date _____

Enter your Social Security Number before going to the next page →

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you. then sign and date it in ink

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)	Date Signed
Other Names Used		Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code
Home Telephone Number (<i>Include Area Code</i>)		
()		

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

(Investigator instructed to write in position title.)

As part of the investigative process, I hereby authorize the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature <i>(Sign in ink)</i>	Full Name <i>(Type or Print Legibly)</i>	Date Signed
Other Names Used		Social Security Number
Current Address <i>(Street, City)</i>	State	ZIP Code
Home Telephone Number <i>(Include Area Code)</i> ()		

STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014
Expires: 01/31/2008

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME		a. NAME			
b. STREET ADDRESS		b. STREET ADDRESS			
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING			
		12. DATE SIGNED	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- | | |
|--|--|
| <ul style="list-style-type: none"> Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Davis-Bacon and Related Act Regulations | <ul style="list-style-type: none"> Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility |
|--|--|

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C				
B	D				
15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING					

REQUIRED FORMAT FOR IRREVOCABLE LETTER OF CREDIT
(As stated in FAR 52.228-14 and prescribed in FAR 28.204-4)

The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ *(for reference only)*

To: *[U.S. Government agency]*
[U.S. Government Agency's Address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at *[issuing financial institution's and, if any, confirming financial institution's]* office at *[issuing financial institution's address and, if any, confirming financial institution's address]* and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. *[This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.]* It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [*state of confirming financial institution, if any, otherwise state of issuing financial institution*].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

**REQUIRED FORMAT FOR FINANCIAL INSTITUTION TO CONFIRM AN
IRREVOCABLE LETTER OF CREDIT**

(As stated in FAR 28.228-14 and prescribed in FAR 28.204-4)

The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ *[U.S. Government agency]*

Issuing Financial Institution: _____

Issuing Financial Institution's I.C No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ *[name of issuing financial institution]* for drawings of up to United States dollars _____ /U.S. \$ _____ and expiring with our close of business on _____ *[the expiration date]*, or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. *[This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.]* It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB No.: 9000-0089
 Expires: 04/30/2005

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	2. FROM: (REPORTING OFFICE)
--	-----------------------------

3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
--------------------	-------------------------------------	------------------	-------------------------------	---

10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER	DATED	a. LIST IN ORDER, PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
		(Use reverse or attach additional sheets, if necessary)		

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13 <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	--

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
--	------------------------------------	----------------

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

PART IV
REPRESENTATIONS AND INSTRUCTIONS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

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**K.1 52.252-1 SOLICITATION PROVISIONS [52.107(a)] FEB 1998
INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provision 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 these addresses: <http://arnet.gov/far> OR <Http://www-far.npr.gov/references/References.html>.

52.222-21 Prohibition of Segregated Facilities (FEB 99) [22.810(a)(I)]
52.236-28 Preparation of Proposals – Construction (OCT 1997 [36.520])

**K.2 52.203-2 CERTIFICATE OF INDEPENDENT [3.103-1] APR 1985
PRICE DETERMINATION**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above.

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above and

(iii) As an agent, has not personally participated and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(d) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be place in awarding a contract

**K.3 52.203-11 CERTIFICATION AND DISCLOSURE [3.808(a)] SEP 2007
REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL
TRANSACTIONS-DEVIATION**

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure.* 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.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an

expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS [4.1202] JAN 2006

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is **236220**.

(2) The small business size standard is **\$31 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.5 3052.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES—
APPLICABLE LICENSES AND PERMITS [3023.303] JUN 2006**

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within ["insert days"] days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

K.6 SECTION 508 ACCESSIBILITY STANDARDS

Check all the following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) that are applicable (ifbox is checked) to this acquisition.

Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications
- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia Products
- 1194.25 - Self-Contained, Closed Products
- 1194.26 - Desktop and Portable Computers
- 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standard to ensure Section 508 compliance. This block is check to ensure that the minimally acceptable electronic and informational technology (E&IT) products are proposed.

Functional Performance Criteria

- 1194.31 - Functional Performance Criteria

END OF SECTION K

HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

Representations, Certifications, and Other Statements of Offerors

TOC

L.1 52.252-1 SOLICITATION PROVISIONS [52.107(a)] FEB 1998
INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provision 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 addresses: <http://arnet.gov/far> OR <Http://www-far.npr.gov/references/References.html>.

52.211-6 Brand Name or Equal (AUG 1999) [11.107(a)]
52.215-1 Instructions to Offeror—Competitive (JAN 2004) [15.209(a)]

L.2 52.204-6 DATA UNIVERSAL NUMBERING [4.603(a)] OCT 2003
SYSTEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

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

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as non-responsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

L.5 52.233-2 SERVICE OF PROTEST [33.106] 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

Department of Homeland Security
Federal Law Enforcement Training Center
Procurement Division
Building 93
1131 Chapel Crossing Road
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.

L.6 SMALL BUSINESS STANDARD AND CLASSIFICATION

In addition to being independently owned and operated and not dominant in the field of operation in which it is bidding on Government contracts, a small business concern in order to qualify as such, must meet the criteria as set forth below:

The average annual receipts of the concern and its affiliates for the preceding three fiscal years must not exceed **\$31 million**. "Annual receipts" means the gross income (less returns and allowances, sales of products and services, interest, rents, fees, commission, and/or from whatever other source derived, as entered on its regular books of account for its most recently completed fiscal year.

North American Industry Classification System (NAICS): **236220**.

OFFICE OF FEDERAL CONTRACT COMPLIANCE APPLICABLE TO CONSTRUCTION PROJECTS
SPONSORED BY FLETC:

Region	States	Address	Telephone
Mid Atlantic	Delaware Maryland Pennsylvania Virginia West Virginia District of Columbia	OFCCP/MA-Philadelphia U.S. Department of Labor Curtis Center, Suite 750 West 170 S. Independence Mall West Philadelphia, PA 19106	(215) 861-5765

L.7 52.236-27 SITE VISIT (CONSTRUCTION) FEB [36.523] Feb 1995
1995) – ALTERNATE I

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

(b) An organized site visit has been scheduled for --

August 13, 2008. at 0900 EDT

(c) Participants will meet at --

Federal Law Enforcement Training Center,
Building 1,
Glynco, GA 31524.

(End of provision)

Contract and technical representatives from the Procurement Office and the Facility Management Division will be available during the Site Visit. Prospective offerors are encouraged to have company representatives present at this Pre-proposal Conference/Site visit.

Prospective Offerors are to contact **Cheryl Joseph, at 912-267-2167, at least 24 hours prior** to the site visit to identify that they will be attending and to assure that no changes have occurred.

Inquiries must be submitted in writing no later than ten (10) calendar days after the site visit to allow adequate time for written response prior to receipt of offerors. Late submissions will not be entertained, and offerors will be responsible for providing offers on the solicitation as written (unless otherwise amended). Questions may be submitted by facsimile at (912) 280-5343, or by e-mail to jodeen.cuffe@dhs.gov. All questions and answers will be posted on the web site at FedBizOpps. If any questions/answers lead to a change to the solicitation, a formal amendment will be issued accordingly.

L.8 INDIVIDUAL SURETY

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

SECTION L

Representations, Certifications, and Other Statements of Offerors

- (1) A complete description of real property offered, supported by proof of title, such as by title opinion or abstract of title, and a certified appraisal or tax assessment;
- (2) C.P.A. certified balance sheet(s) and income statement(s) with a signed opinion for each individual surety;
- (3) Independent certified appraisal of net value of property offered;
- (4) Independent Certification by licensed attorney or title company of liens or other encumbrances which exist against all property listed;
- (5) A current list of all other bonds on which the individual is a surety and bonds for which the individual is requesting to be a surety, together with a statement as to the percent completion of these bonded jobs.
- (6) Copy of latest Federal and State Income Tax returns including all schedules.

This information is necessary to enable the Government to evaluate the sufficiency of the surety. Failure to furnish this information may result in non-approval of the surety and a determination of non-responsibility. Please see Section J, Attachment 19, for sample SF 28.

L.9 APPLICABLE WAGE DETERMINATION

Work completed under this project is subject to the Davis-Bacon Act. The applicable wage determinations are located in Section J, Attachment #20, and will become part of any contract resulting from this solicitation.

L.10 REPRESENTATIONS AND CERTIFICATIONS

Section K, Representations, Certifications and Other Statements of Offerors, are required to be completed and submitted with your firm's offer. Please read each statement and complete as appropriate. Failure to complete, sign and return this Section K could deem your offer non-responsive.

L.11 BRAND NAME MANUFACTURERS

Addresses for brand name manufacturers will be available upon request or may be obtained by referencing the Thomas Register.

L.12 PROJECT MAGNITUDE

The magnitude of this contract is **between \$1,000,000 and \$5,000,000** .

L.13 52.252-5 AUTHORIZED DEVIATIONS IN [52.107-(E)] Apr 1984
PROVISIONS

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

(b) The use in this solicitation of any authorized Treasury deviation to FAR (48 Chapter 1352, title 31) provision is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.14 PROPOSAL REQUIREMENTS

In response to this request for proposal, the complete proposal shall include both the technical and price proposal and shall be submitted in separate volume submissions as follows:

a. Technical Proposal: The information listed in Section M.5, Evaluation Factors, Factor A, Technical, shall be submitted in a volume labeled "TECHNICAL PROPOSAL FOR RFP HSFLGL08R00019, (ATTN: JoDEEN CUFFE). DO NOT OPEN IN MAILROOM." Submit an original and two (2) copies no later than the date and time specified in Block 13 of the SF 1442, Solicitation, Offer, and Award.

b. Price Proposal: The information listed in Section M.5, Evaluation Factors, Factor B, Price, shall be submitted in a separately sealed envelope from the technical data required by Section M. The proposal submission should indicate "FOR OFFICIAL USE ONLY" and SOURCE SELECTION INFORMATION – SEE FAR 3.104." The envelopes shall be clearly marked "PRICE PROPOSAL FOR RFP HSFLGL08R00019 (ATTN: JoDEEN CUFFE). DO NOT OPEN IN MAILROOM." Submit an original and two (2) copies no later than the date and time specified in Block 13 of the SF 1442, Solicitation, Offer, and Award.

1. Offerors shall submit, as a minimum, the information listed below with the price proposal:

- (a) Standard Form 1442, Solicitation, Offer, and Award
- (b) Schedule B, Price Proposal Schedule
- (c) Acknowledgment of all amendments to the RFP that may be issued prior to the date specified for receipt of proposals.
- (d) Submit an **Original and two (2) copies completed and with original signatures on all.**
- (e) Representations and Certifications
- (f) Bid Guarantee – Submit one (1) fully executed document in accordance with contract clause FAR 52.228-1, Bid Guarantee (Sep 1996)
- (g) Bank/Credit References—Submit at least one (1) bank and one (1) credit reference. Provide name of institution, point of contact, phone number, and account number for each reference. Provide a signed statement of release giving the reference permission to release the information to the Department of Homeland Security, Federal Law Enforcement Training Center, Procurement Division.

SECTION L

c. The time designed for receipt of proposals is indicated in Block 13 on the SF 1442, Solicitation, Offer, and Award. Proposals not received by the time and date specified shall be treated in accordance with FAR 52.215-1, "INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (MAY 2001)", and may be rejected.

d. In addition to the above, offers should comply with the following format:

(1) Print should be no smaller than a font size of 12 and should be on 8-1/2 by 11 inch paper. Charts, graphs or spreadsheets may be on foldout pages, but must fold within the page size specified.

(2) Margins shall be no smaller than 1 inch.

(3) Each page within a section shall be numbered consecutively.

(4) Each page containing proprietary information should be so marked.

(5) Each page should contain the following legend at the bottom of each sheet:

**SOURCE SELECTION INFORMATION – SEE FAR 3.104
FOR OFFICIAL USE ONLY**

L.15 INCURRING COSTS

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. Furthermore, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

END OF SECTION L

**HSFLGL08R00019
TELECOMMUNICATION ROOM UPGRADE, BLDG 91,
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA**

**SECTION M
EVALUATION FACTORS FOR AWARD**

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524-0001**

SECTION M
EVALUATION FACTORS FOR AWARD

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M.1 NOTICE TO PROPOSERS

The Government intends to award a single (one (1)) contract as a result of this solicitation. The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any or all proposers; to award the contract to other than the proposer submitting the lowest total price; and to award to the proposer submitting the proposal determined by the Government to be the most advantageous to the Government. **PROPOSERS ARE ADVISED THAT THE GOVERNMENT INTENDS TO MAKE AWARD WITHOUT DISCUSSION OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED.** Therefore, proposals should be submitted initially on the most favorable price and technical terms. Offerors should not assume that they will be contacted or afforded an opportunity to qualify, discuss, or revise their proposals.

M.2 EVALUATION OF PROPOSALS

- a. This section is intended to explain the rationale and precise criteria by which proposals resulting from this solicitation will be evaluated.
- b. The objective of this source selection is to select the offeror whose proposal provides the best value to the Government through use of the Lowest Price Technically Acceptable process. The offeror's proposal shall contain a response to each of the evaluation factors outlined in Section M, and shall be in the form prescribed by this solicitation. Evaluation factors are divided into two categories; technical (Factors A, with subfactors) and price (Factor B) and shall be evaluated against the evaluation criteria set forth in the RFP, without regard for the relative strengths and weaknesses of competing proposals.

M.3 RELATIONSHIP BETWEEN COST OR PRICE AND TECHNICAL CRITERIA

This acquisition will utilize a Lowest Price Technically Acceptable (LPTA) source selection procedure to make an assessment for a best value award decision. As stated herein, evaluation factors are divided into two categories; technical (Factor A, with subfactors) and price (Factor B). **Technical proposal will be evaluated to determine acceptability and unacceptability. Only those proposals deemed technically acceptable will be considered for award.**

Award will be made to the responsible offeror whose proposal conforms to all requirements set forth in the solicitation and is deemed to offer the best value to the Government. While the Government will strive for maximum objectivity, the source selection process by its nature is subjective; therefore, professional judgment is implicit throughout the selection process.

M.4 ELEMENTS OF THE EVALUATION PROCESS

a. Identifying unclear or ambiguous proposal provisions: Occasionally, language in a proposal is ambiguous, and the proposal's technical merit will differ depending on which of the possible meanings is chosen by the evaluator. In other instances, proposal language is simply unclear, and the evaluator cannot understand it well enough to rate it without guessing at its meaning. Last, a proposal may sometimes describe, in general terms, a particular approach but will not provide enough detailed information to permit an evaluation of its feasibility and merit. When any of these situations occur, evaluators must decide whether or not the proposal, as presented, meets the solicitation requirements. It is extremely important that evaluators evaluate what is written, and not what can be interpreted or construed. The evaluators must advise the Contracting Officer when they find they cannot make a sound evaluation because proposal language is ambiguous or cannot be fully understood. Clarification may be obtained from the Offeror, by the Contracting Officer. Clarification will not result in an opportunity to revise a proposal.

b. Identifying instances in which the Offeror has failed to provide adequate information: An Offeror will sometimes describe, in general terms, a particular approach for performing some part of the contract, but will not provide enough detailed information to permit an evaluation of its feasibility and merit. Each instance where this occurs will be identified, wherein the Offeror may be advised that additional information is required to permit sound evaluation. Clarification may be obtained from the Offeror. Clarification will not result in an opportunity to revise a proposal.

Identifying strengths and weaknesses of proposals: Evaluations will identify strengths and weaknesses of the technical aspects of proposals.

c. Identifying deficiencies, in all proposals, including both acceptable and unacceptable proposals: Evaluators must identify areas in any proposals that do not meet the requirements of the RFP and/or render the proposal unacceptable. A determination of unacceptable must be based on the requirements of the RFP. For each deficiency identified, the evaluators must provide:

(1) An explanation as to why one or more of the requirements will not be met.

(2) An assessment (with supporting rationale) as to whether the deficiency can be remedied by the Offeror.

(3) An assessment (with supporting rationale) as to whether the deficiency would entail so substantial a revision of the proposal as to amount to the submission of an entirely new proposal by the Offeror in question.”

M.5 EVALUATION FACTORS

Offerors must comply with Section L for proposal submission.

The Government will award ONLY to the offeror who is technically acceptable and the lowest priced. The Government reserves the right to award without discussions. The evaluation factors and sub-factors for this solicitation are:

FACTOR A. Technical

Technical proposal submissions shall be submitted as a separate volume from price as described in solicitation Section L.

Subfactor A.1. Technical Experience:

This area is to address both Project Management and Business Management. It is essential that the successful contractor and/or sub-contractor have experience in providing the services similar in type, complexity and scope in accordance with government laws and regulations. Similar, in this instance, refers to the complexity and location of the work performed.

(i) Offerors must submit their project management teaming/subcontractor structure and organization for the degree to which it will provide an effective and efficient means to accomplish the multifaceted activities of the Statement of Work (SOW). All contract requirements for key personnel including experience levels must be met.

(ii) The offerors business management approach shall demonstrate the offeror's effectiveness in accomplishing each task in the SOW. The offeror's business management approach must clearly detail the offeror's approach to organizing in an efficient manner, identifying the key personnel with their experience, qualifications, and demonstrated performance on work similar to that described in the SOW. For evaluation purposes, similar, in this instance, refers to:

Scope of work
Size of Project Work (project magnitude)
Location of Work

Subfactor A.2. Technical Approach:

- (i) Offerors shall submit their proposed technical approach as Section II of the proposal. The proposal must comply with all material respects with the requirements of the laws, regulations and conditions set forth in the solicitation.
- (ii) The proposal must meet all solicitation requirements in the Statement of Work (SOW). The Technical Proposal shall be tailored or address each paragraph/sub-paragraph of the SOW. All Tasks and Sub-Tasks of the SOW must be detailed in the offeror's proposal.
- (iii) The Offeror's Technical Proposal shall use the same paragraph numbering system as the Statement of Work (SOW) and shall be self-sustaining, without reference to any other response or literature for support.

Subfactor A.3. Risk Identification, Analysis, and Mitigation:

- (i) The offeror shall provide risk identification, analysis and mitigation planning for the total project. Risks will be evaluated on the overall risk assessment to the requirements. Risk assessments consider the offeror's likelihood of success in performing the requirements of the RFP. The offeror shall assign a risk rating of High, Moderate or Low in their risk mitigation plan. A risk mitigation plan shall be submitted with the proposal. The definition of the risk levels are found below:

The following definitions apply:

Risk Level Definition

HIGH: Likely to cause serious disruption of schedule, significant increases in cost, erosion of quality, or degradation of performance even with special contractor emphasis and close Government monitoring. Significant doubt exists, based on the vendor's performance record that the vendor can satisfactorily perform the proposed effort.

MODERATE: Can potentially cause some disruption of schedule, an appreciable increase in cost, a less than acceptable level of quality, or an inconsistent achievement of acceptable performance; however, special contractor emphasis and close Government monitoring shall probably be able

to overcome difficulties. Some doubt exists, based on the vendor's performance record that the vendor can satisfactorily perform the proposed effort.

LOW : Has little potential to cause a disruption of schedule; or, costs are expected to remain relatively stable or to decrease; or, quality is acceptable or higher. Acceptable and on-time, or better, performance is consistently demonstrated. Normal contractor effort and Government monitoring shall probably be able to minimize difficulties. Minimum doubt exists, based on the vendor's performance record that the vendor can satisfactorily perform the proposed effort.

Subfactor A.4. Present and Past Performance:

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. The evaluation will take into account performance of key personnel regarding predecessor companies, if applicable. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government.

(i) The offeror shall submit Present and Past Performance Information for existing and prior contract that are most relevant in demonstrating their ability to perform the proposed effort to be evaluated in accordance with FAR Part 15.305. The present and past performance information shall include major or critical subcontractors. A major or critical subcontractor is defined as an entity (subcontractor, teaming contractor and/or joint venture partner) other than the offeror itself, that will perform specific aspect(s) peculiar to your program that you consider critical to the success of fulfilling the contract requirements.

(ii) A summary page shall be provided describing the role of the offeror and each major or critical subcontractor (nature of work, critically of work, and percentage of overall work). Information shall be submitted on a minimum of three (3) contracts (maximum of five (5)), within the past five (5) years that are similar in size and scope to this effort. The following information must be identified for each project submitted:

Contract Number

Period of Performance

Total dollars

Stage of the program and brief status (list all services included in the contract)

Client names, titles, companies and current addresses (include valid area codes, telephone numbers and extensions).

(iii) It is not presumed that the offeror's performance has been perfect. Where performance records indicate performance problems, the present and past performance information should contain evidence of the offeror's ability to isolate the root causes of problems and actions taken to resolve those causes. Problems not addressed by the offeror, but found by the Government during the evaluation of the information will be assumed to still exist. Clarifications or communications will be conducted as necessary to provide the offerors an opportunity to address any adverse past performance.

(iv) Past Performance Information will be obtained through the Past Performance Information Retrieval System (PPIRS), similar systems of other Government agencies and departments, interviews with program managers, contracting officers, and other sources known to the Government and commercial sources.

(v) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance. As a result they will receive a "Neutral" rating for the Past Performance.

(vi) More recent and relevant performance will have a greater impact on the Past Performance rating than less recent or less relevant efforts. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral" rating. Likewise, a more relevant past performance record may receive a higher rating and be considered more favorably than a less relevant record of favorable performance.

Past performance shall be rated as follows:

- a. **Neutral rating.** No relevant performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment.
- b. **Acceptable.** Based on an offeror's past performance record, some doubt exists that the

offeror will successfully perform the required effort.

- c. **Unacceptable.** Based on an offeror's past performance record, extreme doubt exists that the offeror will successfully perform the required effort.

OVERALL TECHNICAL PROPOSAL MERIT SHALL BE RATED AS FOLLOWS:

- a. **Acceptable.** The proposal has demonstrated an acceptable approach that meets, or exceeds the stated requirements and is considered a low risk for successful performance. The offeror has adequately addressed all technical elements requested by the RFP. Weaknesses, if any, are minor and need not be corrected to make a selection.
- b. **Marginal.** The proposal has demonstrated an approach that fails to meet the stated requirements and is considered a moderate risk for successful performance. The proposal lacks essential information or conflicts with the solicitation requirements. Weaknesses and/or deficiencies are identified, which would indicate an insufficient understanding of the RFP requirements. There is no reasonable likelihood of success without revision of the proposal. The proposal contains significant weaknesses and/or deficiencies that will need to be corrected for further consideration.
- c. **Unacceptable.** The proposal has demonstrated an approach that significantly fails to meet the stated requirements and is considered a high risk for successful performance. As submitted, the proposal lacks essential information, conflicts with the solicitation requirements, or is unacceptable to the Government. There is no reasonable likelihood of success; deficiencies are either not correctable or are so major or extensive that a major revision tantamount to complete rewrite of the proposal would be needed in order to be determined technical acceptable.

FACTOR B. Cost/Price Proposal

The cost proposal shall be presented in the format as outlined in Schedule B. Supporting backup documentation shall include information other than cost or pricing data but contain details for all resources required to accomplish the requirements described in the Statement of Work; to include- labor, direct and indirect rates, travel, equipment, and supplies. Supporting backup documentation shall be presented using MS Word.

The Contracting Officer will use price analysis, and as necessary, other cost evaluation techniques outlined in FAR Part 15.305 not only to determine whether it is reasonable, but also to determine the Offeror understands of the work and ability to perform the contract. Price proposals will be evaluated by the assigned price evaluator, independent of the technical

evaluation. Unsupported or unreasonable cost proposals may result in discussions with Offerors, or rejection of the proposal in its entirety.

M.6 CONTRACT AWARD

The Government intends to award a single contract as a result of this solicitation. The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any or all proposers; and to award to the proposer submitting the proposal determined by the Government to be technically acceptable and the lowest priced. Should none of the offerors be found technically acceptable upon initial review, a competitive range will be established to open discussions as outlined in FAR 15.306.