

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 114
2. CONTRACT NUMBER	3. SOLICITATION NUMBER LGL08R00012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 8/1/08	6. REQUISITION/PURCHASE NUMBER 08FAD0019
7. ISSUED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRAINING CENTER 1131 CHAPEL CROSSING RD, PRO, B93 (LGL08R00012) GLYNCO, GA 31524			8. ADDRESS OFFER TO (If other than Item 7) SEE BLOCK 7		

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **BLDG 93, FLETC, GLYNCO, GA** until **3 PM** local time **9/2/08**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Erin Wofford	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 912	NUMBER 267	EXT. 3297 Erin.Wofford@dhs.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

LGL08R00012
REDUCED-HAZARD TRAINING AMMUNITION
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
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

SECTION B

LOT 1 **BASE YEAR: Date of Award and Continuing for 12 months** **FROM: _____ TO _____**

This contract is for Reduced Hazard Training Ammunition as described herein. See summary sheet in this Section for minimum/maximum totals for each year. Offerors are encouraged to submit all available RHTA for consideration. "From" and "to" dates for the contract year will be completed by the Government at the time of award.

CLIN	CALIBER/GAUGE	MANUFACTURER'S DESCRIPTION	MANUFACTURER'S PART NUMBER	STD CASE QTY	DELIVERY ARO	UNIT PRICE PER/1000 EACH
0001	Frangible .357					
0002	Frangible .45 ACP (Auto)					
0003	.45 GAP					
0004	Frangible .40 S&W					
0005	Frangible 9MM (9x19)					
0006	Frangible 10MM					
0007	Frangible 12 GA #00 Buck					
0008	12 GA #00 Buck					
0009	Frangible 12 GA #4 Buck					
0010	12 GA #4 Buck					
0011	12 GA #7 Shot					
0012	Frangible .308 CA (Win)					
0013	.380					
0014	Frangible .223					
0015	.223 Unjacketed					
0016	.223 Jacketed					
0017	.308					
0018	Report of Orders (See F.7)					NOT SEPARATELY PRICED
0019	Small Business Subcontracting Reports (See I.1, 52.219.9 & 3052.219-70)					NOT SEPARATELY PRICED
0020	Annual Published price List(s) (See I-4)					NOT SEPARATELY PRICED
SECTION B, BASE YEAR						

SECTION B

LOT II _____ **OPTION YEAR I: 12- month period** _____ **FROM:** _____ **TO** _____

This contract is for Reduced Hazard Training Ammunition as described herein. See summary sheet in this Section for minimum/maximum totals for each year.
 Offers are encouraged to submit all available RHTA for consideration. "From" and "to" dates for the contract year will be completed by the Government at the time of award.

CLIN	CALIBER/GAUGE	MANUFACTURER'S DESCRIPTION	MANUFACTURER'S PART NUMBER	STD CASE QTY	DELIVERY ARO	UNIT PRICE PER/1000 EACH
1001	Frangible .357					
1002	Frangible .45 ACP (Auto)					
1003	.45 GAP					
1004	Frangible .40 S&W					
1005	Frangible 9MM (9x19)					
1006	Frangible 10MM					
1007	Frangible 12 GA #00 Buck					
1008	12 GA #00 Buck					
1009	Frangible 12 GA #4 Buck					
1010	12 GA #4 Buck					
1011	12 GA #7 Shot					
1012	Frangible .308 CA (Wfn)					
1013	.380					
1014	Frangible .223					
1015	.223 Unjacketed					
1016	.223 Jacketed					
1017	.308					
1018	Report of Orders (See F.7)					NOT SEPARATELY PRICED
1019	Small Business Subcontracting Reports (See I.1, 52.219.9 & 3052.219-70)					NOT SEPARATELY PRICED
1020	Annual Published price List(s) (See I-4)					NOT SEPARATELY PRICED
SECTION B, OPTION YEAR 1						

SECTION B

LOT III	OPTION YEAR II: 12-month period	FROM:	TO			
This contract is for Reduced Hazard Training Ammunition as described herein. See summary sheet in this Section for minimum/maximum totals for each year. Offerors are encouraged to submit all available RHTA for consideration. "From" and "to" dates for the contract year will be completed by the Government at the time of award.						
CLIN	CALIBER/GAUGE	MANUFACTURER'S DESCRIPTION	MANUFACTURER'S PART NUMBER	STD CASE QTY	DELIVERY ARO	UNIT PRICE PER/1000 EACH
2001	Frangible .357					
2002	Frangible .45 ACP (Auto)					
2003	.45 GAP					
2004	Frangible .40 S&W					
2005	Frangible 9MM (9x19)					
2006	Frangible 10MM					
2007	Frangible 12 GA #00 Buck					
2008	12 GA #00 Buck					
2009	Frangible 12 GA #4 Buck					
2010	12 GA #4 Buck					
2011	12 GA #7 Shot					
2012	Frangible .308 CA (Win)					
2013	.380					
2014	Frangible .223					
2015	.223 Unjacketed					
2016	.223 Jacketed					
2017	.308					
2018	Report of Orders (See F.7)					NOT SEPARATELY PRICED
2019	Small Business Subcontracting Reports (See I.1, 52.219.9 & 3052.219-70)					NOT SEPARATELY PRICED
2020	Annual Published price List(s) (See I-4)					NOT SEPARATELY PRICED
SECTION B, OPTION YEAR 2						

SECTION B

LOT IV		OPTION YEAR III: 12-month period		FROM: _____ TO _____		
This contract is for Reduced Hazard Training Ammunition as described herein. See summary sheet in this Section for minimum/maximum totals for each year. Offerors are encouraged to submit all available RHTRA for consideration. "From" and "to" dates for the contract year will be completed by the Government at the time of award.						
CLIN	CALIBER/GAUGE	MANUFACTURER'S DESCRIPTION	MANUFACTURER'S S PART NUMBER	STD CASE QTY	DELIVERY ARO	UNIT PRICE PER/1000 EACH
3001	Frangible .357					
3002	Frangible .45 ACP (Auto)					
3003	.45 GAP					
3004	Frangible .40 S&W					
3005	Frangible 9MM (9x19)					
3006	Frangible 10MM					
3007	Frangible 12 GA #00 Buck					
3008	12 GA #00 Buck					
3009	Frangible 12 GA #4 Buck					
3010	12 GA #4 Buck					
3011	12 GA #7 Shot					
3012	Frangible .308 CA (Win)					
3013	.380					
3014	Frangible .223					
3015	.223 Unjacketed					
3016	.223 Jacketed					
3017	.308					
3018	Report of Orders (See F.7)					NOT SEPARATELY PRICED
3019	Small Business Subcontracting Reports (See I.1, 52.219.9 & 3052.219-70)					NOT SEPARATELY PRICED
3020	Annual Published price List(s) (See I-4)					NOT SEPARATELY PRICED
SECTION B, OPTION YEAR 3						

SECTION B

LOT V	OPTION YEAR IV: 12-month period	FROM:	TO			
This contract is for Reduced Hazard Training Ammunition as described herein. See summary sheet in this Section for minimum/maximum totals for each year. Offerors are encouraged to submit all available RHTA for consideration. "From" and "to" dates for the contract year will be completed by the Government at the time of award.						
CLIN	CALIBER/GAUGE	MANUFACTURER'S DESCRIPTION	MANUFACTURER'S S PART NUMBER	STD CASE QTY	DELIVERY ARO	UNIT PRICE PER/1000 EACH
4001	Frangible .357					
4002	Frangible .45 ACP (Auto)					
4003	.45 GAP					
4004	Frangible .40 S&W					
4005	Frangible 9MM (9x19)					
4006	Frangible 10MM					
4007	Frangible 12 GA #00 Buck					
4008	12 GA #00 Buck					
4009	Frangible 12 GA #4 Buck					
4010	12 GA #4 Buck					
4011	12 GA #7 Shot					
4012	Frangible .308 CA (Win)					
4013	.380					
4014	Frangible .223					
4015	.223 Unjacketed					
4016	.223 Jacketed					
4017	.308					
4018	Report of Orders (See F.7)					NOT SEPARATELY PRICED
4019	Small Business Subcontracting Reports (See I.1, 52.219.9 & 3052.219-70)					NOT SEPARATELY PRICED
4020	Annual Published price List(s) (See I-4)					NOT SEPARATELY PRICED
SECTION B, OPTION YEAR 4						

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REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION C
PERFORMANCE-BASED DESCRIPTION OF AMMUNITION

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

1.0 **SCOPE**

This specification applies to reduced-hazard training ammunition (RHTA) strictly for law enforcement officer (LEO) training purposes for the Department of Homeland Security and its organizational elements. Procuring agency: Department of Homeland Security (DHS), Federal Law Enforcement Training Center (FLETC) with multiple training sites in the United States. This specification applies to frangible and non-frangible projectiles and must meet the following requirements:

1.1 **Environmental Health and Safety**

RHTA shall utilize components that minimize the hazards to personnel and the environment. The ammunition and all of the component parts shall be free of lead and the other top ten substances listed on the 2007 CERCLA Priority List of Hazardous Substances. In addition, any and all ammunition components shall not cause the Action Levels (AL) or the Permissible Exposure Limits (PEL) as established by the Occupational Safety and Health Administration (OSHA 29 CFR 1910.1000) to be exceeded in a training environment. Either of these conditions shall be cause for disqualification and/or rejection at the discretion of the FLETC. All RHTA and component parts shall be designed to minimize the generation of hazardous waste. All RHTA proposed for delivery must have the Material Safety Data Sheet(s) pre-approved by the FLETC prior to shipment and delivery.

1.2 **Frangibility**

If the contract line item requires a frangible projectile, the round shall be designed for use with steel or other targets at a close distance where ricochet creates an unacceptable hazard. Frangible projectiles must break up upon target impact, as follows:

1.2.1 Handgun – when fired against a vertical 3/8”x24”x24” armor steel plate (AR400 Brinell or harder) at a 45 degree angle of impact, from a distance of 10 feet, shall fragment after a single impact, with the largest resulting fragment not exceeding 5 grains in weight and no 5 grain particle shall penetrate a 200 weight cardboard witness panel located 10 feet from initial impact. Only handgun ammunition producing fragments no larger than 5 grains will be considered as qualified for delivery to the DHS/FLETC.

1.2.2 Rifle/Shotgun – shot ammunition when fired against a vertical 3/8”x24”x24” armor steel plate (AR 400 Brinell or harder) at a 45 degree angle of impact, from a distance of 21 feet, shall fragment after a single impact, with the largest resulting fragment not exceeding 5 grains in weight and no 5 grain particle (or larger) shall penetrate a 200 weight cardboard witness panel located 21 feet from initial impact. Only rifle/shotgun ammunition producing fragments no larger than 5 grains will be considered as qualified for delivery to the DHS/FLETC.

1.2.3 If a contract line item does not specifically state 'frangible', it shall be deemed as not requiring these frangibility mandates.

1.3 Ballistic Match

The center of impact of any RHTA handgun projectiles or shotgun slugs shall be no more than two inches away from the center of impact of the leaded service-duty style ammunition at a range of 25 yards. The center of impact of any RHTA rifle rounds shall be no more than two inches away from the center of impact of the leaded service-duty style ammunition at a range of 100 yards.

1.4 Bullet Integrity

RHTA projectiles must remain intact until impact with hard barriers. Projections shall not fragment in the bore, while in flight, or when striking paper targets with cardboard backs. The projectile (except shotshells using birdshot or buckshot) must stabilize in flight at all distances out to: 25 yards for handguns, 50 yards for shotgun slug rounds, and 100 yards for rifle rounds, so that a single round hole is created in the target medium, specifically paper targets and cardboard backing.

1.5 Lot Formation/Primer Lots

Each lot shall be assigned a lot number in accordance with an established lot numbering system; only one type and weight of propellant shall be used in a lot. Each cartridge lot shall contain no more than two lots of primers and one lot of propellant. A primer lot shall consist of a specific product, made on consecutive work shifts, with no break in the production of that specific product.

1.6 Shelf Life

RHTA shall have a manufacturer's warranted shelf life of a minimum of two years from the date of shipment when stored dry in the manufacturer's packaging. Exterior of cases shall indicate a "USE BY (month & year)" date that will be 3 months prior to the expiration of the shelf life. (SEE Sec I.12)

2.0 APPLICABLE DOCUMENTS

2.1 General. This specification lists performance requirements for the acquisition of reduced-hazard training ammunition (RHTA).

2.2 Non-Government publications. The following documents form a part of this document to the extent specified herein:

ANSI/SAAMI Z299.3-1993: Voluntary Industry Performance Standards for Pressure & Velocity of Center Fire Pistol & Revolver Ammunition for the use of

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REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION D
PACKING AND MARKING

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

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PART I - THE SCHEDULE

SECTION D - PACKAGING AND MARKING

D.1 PACKING, PACKAGING & DEFINITIONS

a. Packing: All material shall be packed for shipment in such a manner that will insure acceptance by common carrier and safe delivery at destination. Shipping containers shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

b. Packaging: Packaging of all ammunition shipments shall be in accordance with all Federal regulations (non-military) regarding explosive materials. For all palletized ammunition, shipments shall be safely positioned on shipping pallets and shall be stretch wrapped and/or banded to insure that contents are secure during movement of the pallet. Ammunition may be palletized in accordance with the best commercial practices; however, the cases must be placed on the pallets in a manner that will facilitate counting of cases at destination. The number of cases per pallet layer must be marked clearly on at least 2 exterior sides of each pallet. Pallets containing ammunition that is stacked haphazardly or in uncountable layers may be rejected and returned to the vendor.

c. Definitions: For purposes of this contract, a box is defined as the smallest unit of packaging and a case is defined as the unit of packaging that contains the boxes.

D.2 MARKING

a. Case Markings: Each case shall be marked in accordance with Federal Standard 123 (Marking for Domestic Shipment) on the outside surface with the nomenclature, quantity, lot number, and manufacturer's part or item number. Each case shall also be marked with a "USE BY (Month & Year)" date (see Section C, 3. The contract number and delivery order number shall also be marked on the outside surface of each exterior shipping container.

b. Lot Number: Within 10 days after award, the contractor shall provide the Contracting Officer (CO) a notice explaining the contractor's intended lot numbering system. No change to the lot numbering system shall be allowed without prior notification being provided to the CO. The manufacturer must print, emboss or label the words "LOT NO." followed by the manufacturer's lot number on either the inside or outside surface of each box. The marking must be easily identified. The words "LOT NO." followed by the manufacturer's lot number must be clearly marked on the outside surface of each case.

c. Pallet Marking: For all palletized ammunition, a unique, visual 8 ½ " x 11" sign identifying the ammunition as reduced hazard shall be positioned on each pallet's vertical exterior side. A simple sign is sufficient, but it must be readily identifiable by a bright green color contrasting with the color of the shipping container.

d. Special Markings: Special markings, if any, shall be as otherwise stated within this contract or as stated on Delivery Orders issued under this contract, all within the scope of the applicable provisions of Federal Standard 123.

D.3 PACKING LIST

A packing list or other suitable document shall accompany each shipment and shall show (a) name and address of vendor, (b) name and address of consignee, (c) Government contract and delivery order number, (d) Government bill of lading number covering shipment, if any, and (e) description of material shipped, including nomenclature, lot number(s), quantity (per lot), number of containers, and package number (if any).

END OF SECTION D

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REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION E
INSPECTION AND ACCEPTANCE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

**FIXED PRICE
PART I - THE SCHEDULE**

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PART I - THE SCHEDULE
(updated 6/24/08)
SECTION E - INSPECTION AND ACCEPTANCE

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

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 text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.246-2	Inspection of Supplies--Fixed-Price (AUG 96) [46.302]
52.246-15	Certificate of Conformance (APR 84) [46.315]
52.246-16	Responsibility for Supplies (APR 84) [46.316]

E.2 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

Unless specified differently in a delivery order, Government Contracting Officer or a duly authorized representative of the Contracting Officer will perform inspection and acceptance of ammunition to be provided under this contract. In reference to FAR 52.246-2(j), delivery of ammunition and payment for the delivery does not constitute acceptance; the ammunition will be stored in accordance with industry standards until needed for student training. The issue of ammunition for firearms training and that ammunition's subsequent firing shall be deemed as the date of actual acceptance, providing the ammunition meets the requirements of this contract. Such issue and firing shall be performed in accordance with training schedules but will occur before the expiration of the manufacturer's warranty.

E.3 TECHNICAL REPRESENTATIVE NAMED IN EACH DELIVERY ORDER

The Contracting Officer's Technical Representative will be named in each delivery order by the agency submitting such order to the supplier.

E.4 COMPLIANCE WITH ALL REQUIREMENTS OF THIS DOCUMENT

All ammunition submitted for acceptance shall comply with all contractual requirements.

E.5 ON-SITE TESTING AT DESTINATION

The Government reserves the right to perform testing at each destination, at any time, to ensure product/contract compliance. The Government's rights to require contractor testing or to require lot replacement as detailed in Section C shall be in addition to the Government's rights and remedies under the basic contract. The Government's election to perform testing shall not relieve the Contractor from the responsibility, nor impose liability on the Government, for nonconforming supplies.

END OF SECTION E

LGL08R00012
REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION F
DELIVERIES OR PERFORMANCE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

FIXED PRICE
PART I - THE SCHEDULE

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PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

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

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 text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 89)[11.703(b)]
52.242-15	STOP-WORK ORDER (AUG 89) [42.1305(b)]
52.242-17	GOVERNMENT DELAY OF WORK (APR 84) [42.1305(d)]
52.247-34	F.O.B. DESTINATION (NOV 91)[47.303-6(c)] (see F.6 below)
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 84)[47.303-7(c)] (see F.6 below)
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 06) [47.303-10(c)] {Applicable to OCONUS Shipments Only} (see F.6 below)
52.247-48	F.O.B. DESTINATION- EVIDENCE OF SHIPMENT (FEB 99)[47.305-4(c)]

F.2 52.211-16 VARIATION IN QUANTITY (APR 84) [11.703(a)]

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5%	percent increase
5%	percent decrease

This increase or decrease shall apply to TOTAL ITEM QUANTITY FOR EACH DESTINATION.

F.3 PERIOD OF PERFORMANCE-- BASIC CONTRACT

The period of performance of this contract is 12 months from date of contract award, unless extended through an exercise of option. If the Government exercises its unilateral right to

extend the period of the contract after the base 12-month period, the contract could be extended for four additional 12-month periods. Contractor's attention is directed to Section I, FAR 52.217-9, 'Option to Extend the Term of the Contract.' Individual delivery orders shall be considered authorization for the contractor to begin performance during the base or option period(s).

F.4 DELIVERY ORDER PRIORITY

Delivery orders issued by DHS/FLETC Procurement Division, Glynco, Georgia, shall have priority over orders placed by any other ordering office/agency.

F.5 PERIOD OF PERFORMANCE -- DELIVERY ORDERS

a. The Government shall have the right to unilaterally issue delivery orders with delivery to commence within 90 days after the delivery order award date, at a rate of:

Cartridge Delivery Rate
For individual items (frangible or training/Caliber/Gauge)
As negotiated on each delivery order by each ordering office/agency

F.6 PLACE OF DELIVERY

a. Deliveries to the DHS/FLETC, Glynco, Georgia

These deliveries shall be shipped FOB destination in accordance with FAR 52.247-34 and 52.247-35. Note that all ammunition deliveries to Glynco, Georgia, must first be directed to Building 2400 (which is within five miles of the ammunition storage sites) for security clearance. No additional fee shall apply for this normal routing process, unless the transporter is inordinately delayed through no fault of the transporter. **Notice:** Unless the notification requirement is waived by the contracting officer, no shipment shall be made without prior notice being provided to the DHS/FLETC COTR as designated in a delivery order.

b. Deliveries to all other ordering offices/agencies (FAR 52.247-34 & 52.247.35 Do not apply)

These deliveries shall be as negotiated by the ordering contracting officer and as specified on that individual delivery order. The ordering contracting officer may negotiate deliveries inside facilities, multiple delivery sites, any delays necessitated by local office/agency procedures for inventory verifications, etc. **Notice:** Unless the notification requirement is waived, no shipment shall be made without prior notice being provided to the ordering office/agency as designated in a delivery order.

F.7 OTHER DELIVERABLES

a. Reports of Orders Received: The Contractor shall furnish quarterly reports of delivery orders received during the period of performance of the contract. The report shall show the item number, quantity, ordering activity, and be forwarded to the ordering Contracting Officer at the DHS/FLETC Procurement Division, Glynco, Georgia, within 10 calendar days after the close of each reporting period. Quarterly periods are defined as January through March, April through June, July through September, and October through December.

b. Small Business Subcontracting Reports as required by FAR Part 19: Any contractor that meets the statutory requirements of FAR 19.702 shall submit subcontracting accomplishments on the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) by using the web-based Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

c. Annual Published Price List(s): see Section I-4

d. Unless waived by the office/agency contracting officer, the contractor shall notify the office/agency POC as indicated in the delivery order by facsimile or electronic mail at least 24 hours prior to product delivery. This notification shall be marked "Notification of Delivery" and shall include the delivery order number, contract number, caliber, quantity shipped, number of cases and rounds per case, manufacturer's part number and lot number of all ammunition being shipped. A Material Safety Data Sheet (MSDS) shall be furnished with the first shipment, unless otherwise instructed by the ordering office/agency. After the first shipment, the contractor shall provide the MSDS only if it has been amended, unless otherwise required by the ordering contracting officer.

e. Failure or refusal to furnish these submittals and notices, or falsification thereof, shall constitute sufficient cause for applying the provisions of FAR 52.249-8, Default Fixed Price Supply and Service.

F.8 52.211-11 -- LIQUIDATED DAMAGES -- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 00) [11.503(a)]

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$1,000** per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination

clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.
(End of Clause)

END OF SECTION F

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REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION G
CONTRACT ADMINISTRATION DATA

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

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PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING ACTIVITIES

The following activities have authority to issue Delivery Orders in accordance with the terms and conditions of this contract:

<u>Authorized Personnel</u>	<u>Authority Limit</u>
Contracting Officers of DHS/FLETC, Procurement Division, Glynco, GA.	Contract Maximum
Other federal offices/agencies if authorized by the DHS/FLETC Procurement Division, Glynco, GA Administrative Contracting Officer (ACO) for the basic contract	As authorized by the DHS/FLETC Procurement Division, Glynco, GA, ACO (and see Section F.4)

G.2 DELIVERY ORDER FORM

Orders may be placed using an Optional Form (OF) 347 (See Section J, Exhibit #2) or any other form deemed appropriate by the Contracting Officer. Each OF 347 will be processed as described on the form. A warranted Contracting Officer or Ordering Officer must issue each delivery order. Orders may be issued electronically (e.g. as a PDF file).

G.3 ORAL ORDERS

In emergency situations, the Contracting Officer may issue oral order. Oral orders will be confirmed within two (2) workdays by issuance of a written delivery order or delivery order modification.

G.4 DELIVERY ORDER PRICING

Delivery orders will be issued in accordance with Section B, Pricing.

G.5 MODIFICATIONS TO DELIVERY ORDERS

Delivery orders may be modified by the agency that issued the order or by the Administrative Contracting Officer of the basic contract. (See form at Section J, Exhibit #3)

G.6 ACCOUNTING AND APPROPRIATION DATA

The accounting and appropriation data applicable for this acquisition will be provided on each delivery order.

G.7 PROCURING CONTRACTING OFFICER

The Procuring Contracting Officer for this procurement is:
Patricia Newman
Procurement Division, B93
Federal Law Enforcement Training Center
1131 Chapel Crossing Road
Glynco, GA 31524

G.8 CONTRACT ADMINISTRATION OFFICE

The Contract Administration Office for this procurement is:
Administrative Contracting Officer
Procurement Division, B93
Federal Law Enforcement Training Center
1131 Chapel Crossing Road
Glynco, GA 31524

G.9 ROLE OF GOVERNMENT PERSONNEL IN CONTRACT ADMINISTRATION

a. The Administrative Contracting Officer (ACO), FLETC, has the overall responsibility for the administration of this contract and assessing performance at least yearly (See Section J, Exhibit 7). All communication pertaining to contractual or administrative matters under the basic contract shall be addressed to the ACO. The ACO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or schedules. However, certain other responsibilities may be delegated to authorized representatives.

b. If utilized, the Contract Administrator (CA) is an immediate member of the FLETC staff who is responsible for monitoring compliance with the contract terms. The CA serves as an intermediary between the Contractor and the ACO and/or the Contracting Officer's Technical Representative.

c. The Contracting Officer's Technical Representative (COTR) is designated by the ACO at time of award of each delivery order. The COTR's responsibility is to clarify technical

requirements of the contract, as needed, to ensure understanding by the contractor and to monitor the ammunition deliveries. The COTR does NOT have the authority to enter into, modify and/or terminate the contract. The COTR is not empowered to make any commitments or changes which affect the contract price, terms, or delivery requirements. Any such proposed changes shall be brought to the immediate attention of the ACO for appropriate action, and, if necessary, formal approval by contract modification. In the event that the Contractor accepts any change without the specified approval and written consent of the ACO, it will be at the Contractor's risk.

G.10 INVOICES

a. An invoice is a written request for payment under the contract for supplies delivered. A proper invoice must be prepared in accordance with the Prompt Payment Act (see Section I, FAR 52.232-25) and include:

- (1) Name and address of Contractor
- (2) Invoice date and invoice number
- (3) Contractor's Tax Identification Number (TIN), DUNS number, and payment address (which must be the same as that in the contract or on a proper Notice of Assignment).
- (4) Contract number including Delivery Order number, if any, itemized contract line item, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended totals as set forth in Section B of this contract.
- (5) Payment/discount terms
- (6) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (7) Name, title, phone number and mailing address of person to be notified in event of a defective invoice; and
- (8) Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

b. Invoices shall be prepared and submitted to the office specified in the delivery order.

c. The Contractor shall submit an original invoice for each delivery order awarded. Each invoice must cite the delivery order number and CLIN(s) established by the order.

d. An invoice for a delivery order may only be submitted after the successful completion of the delivery order and acceptance of the product(s) by the COTR. Invoices may be mailed, faxed, or send electronically, as designated by the ACO.

G.11 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of contract price adjustments under the CHANGES clause, or any other clauses of this contract, such costs shall be in accordance with

the contract cost principles and procedures in Part 31 of the Federal Acquisition regulation (FAR) (48CFR Part 31) in effect on the award date of this contract.

G.12 MODIFICATION AND CHANGES

a. The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. In addition, if the proposal includes a time extension, a justification shall also be furnished. The proposal, together with the price breakdown and any time extension justification, shall be furnished by the date specified by the Contracting Officer.

b. Contractors are required to fill out the Disclosure of Lobbying Activities form SF LLL (Section J, Exhibit #1), if appropriate.

G.13 ORDERING ADDRESS

Offerors are requested to indicate below the address to which orders should be forwarded:

G.14 CONTRACTOR PERFORMANCE EVALUATIONS

The Federal Acquisition Regulation (FAR) Part 42.15 requires that all Federal contracts have periodic performance evaluations. The Department of Homeland Security Acquisition Regulation (HSAR) Part 3042.1502 mandates that the National Institutes of Health (NIH) Contractor Performance System (CPS) will be used to enter contractor performance reports in a central database. All contractors are required to register in the NIH.CPS to enable the DHS FLETC to enter these required periodic performance reports. Current performance report format is shown at Section J, Exhibit 7

END OF SECTION G

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REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION H
SPECIAL CONTRACT REQUIREMENTS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

**FIXED PRICE
PART I - THE SCHEDULE**

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PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SUBCONTRACTING

All subcontractors and component producers shall be clearly identified in the proposal stage of this procurement. After contract award, the Contractor shall not change subcontractors (i.e., material suppliers or component producers) without prior approval of the DHS/FLETC contracting officer.

H.2 DISCLOSURE OF INFORMATION

a. Neither the Contractor nor any contract employee(s) shall disclose, or cause to be disseminated, any information concerning the operations of the ordering activity which could result in or increase the likelihood of the possibility of a breach of the FLETC (or its participating agencies) security or interrupt the continuity of its operations.

b. No Contractor employee(s) or representative shall provide any information related to the FLETC activities to any element of the media without the DHS/FLETC contracting officer's prior permission. This prohibition includes publicity releases, recruitment notices, etc. All inquiries, comments, or complaints arising from or in connection with the performance of this contract shall be directed to the DHS/FLETC contracting officer, if dissemination of official information may be result.

c. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies furnished pursuant to the provisions of this contract in, or in connection with, any news release or commercial advertising without first obtaining the explicit written consent of the DHS/FLETC contracting officer.

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

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

H.3 EQUITABLE ADJUSTMENTS; WAIVER AND RELEASE OF CLAIMS

a. Whenever the Contractor submits a claim for equitable adjustment under any clause of this contract which allows an 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 or 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.

b. 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 U. S. 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.4 OTHER PROVISIONS

a. When so authorized by the DHS/FLETC Procurement Division, Glynco, Georgia, ACO, other Federal Government offices/agencies may place their own delivery orders against the contract(s) and forward them directly to the Contractor. It shall be the ordering contracting officers' responsibility to negotiate and coordinate deliveries under that delivery order.

b. Each office/agency using the contract(s) shall be responsible for the funding and payment of invoices for the supplies they order under the contract(s).

c. Conflicts arising from the use of this contract shall be resolved between the Federal Government office/agency issuing the delivery order and the contractor. Any dispute arising, within the meaning of FAR Part 33, shall be forwarded to the DHS/FLETC Procurement Division ACO, Glynco, Georgia, for resolution in accordance with the provisions of the contract.

d. It shall be the responsibility of each office/agency placing delivery orders under any resultant contract(s) to conduct the necessary destination inspections of the delivered supplies to assure that the ammunition is in conformance with the specifications. Inspection and acceptance shall be at destination specified in the delivery order. Each delivery order shall state the local time when deliveries can be received at the destination. Should an ordering contracting officer negotiate delivery within consignee's premises, all delivery information shall be included (building, floor, and room numbers.)

e. There is no requirement for the contractor to furnish ammunition in less than their standard pack. Each delivery order shall specify the invoicing address and an invoice point of contact.

f. The DHS/FLETC Procurement Division maintains a sequential listing of ammunition problem reports on RHTA contracts as a centralized method of collecting performance information. Such reports document (but are not necessarily limited to): ammunition testing and Material Safety Data Sheet approvals(s); ammunition failures by contractor lot number(s); damage(s) to Government-owned weapons; individual/agency submittals/notices of failures; contractor resolution of problems reported, etc. The DHS/FLETC

may release such reports to offices/agencies requesting past performance information, should the DHS/FLETC contracting officer deem such action to be in the best interest of the Government.

g. It is the policy of the Department of Homeland Security to encourage the use of environmentally sound materials. Contractors are encouraged to utilize packaging materials that are environmentally sound and consist of recovered material content to the maximum extent possible.

H.5 CONTRACTING OFFICER'S INSTRUCTIONS

No change in the Scope of any resulting contract shall be made which would effect a change in any term or provision of the contract except by the issuance of a modification duly executed by the DHS/FLETC Contracting Officer. Contractors are responsible for ensuring that all contractor personnel are knowledgeable and cognizant of this provision. Changes to the contract requirement which are accepted and performed by contractor personnel outside this contract without specific authorization of the Contracting Officer shall be the sole responsibility of the contractor. No information other than that which may be contained in an authorized modification to the contract duly issued by the Contracting Officer which may be received from any person employed by the U. S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this procurement instrument or specification.

H.6 CONTRACT METHOD OF UNILATERAL AND BILATERAL ORDERING

a. Supplies to be furnished under any resultant contract shall be ordered by the issuance of delivery orders using Optional Form 347 or other recognized ordering form acceptable to the contractor. Delivery order unit prices will be firm-fixed priced. The Government shall be under no obligation to issue any particular number or types of orders, and no liability to the contractor shall be incurred in the event that a certain number or types of orders are not issued. However, subject to the availability of funds (see Federal Acquisition Regulation Clause 52.232.18), the Government guarantees a minimum of 10,000 rounds.

b. No offeror is required to submit an offer on all line items nor is the Government required to order all or any types of ammunition as shown on all the line items on any resultant contract(s). Note that only the above stated minimum quantity is guaranteed. An exercise of the contract's option provisions (see Section I) shall not obligate the Government to purchase additional quantities above the guaranteed minimum quantities stated herein. The DHS/FLETC Procurement Division, Glynco, Georgia, reserves the right to procure ammunition from any source (under these contracts or otherwise) to meet mission training needs.

c. Order(s) under multiple award contract(s) shall provide each contract awardee a fair opportunity to be considered for each order in excess of \$3,000 (but see 'e' below). In determining the procedures for providing awardee(s) a fair opportunity to be considered for each delivery order for the same type of ammunition, the procuring contracting officer may exercise

broad discretion and consider such factors as past performance, quality of deliverables, delivery requirements, training schedules, cost/price, and other factors that the contracting officer, in the exercise of sound business judgment, believes are relevant to the placement of delivery orders.

d. The procedures for selecting contractor(s) for the placement of particular delivery orders need not comply with the competition requirements of the Federal Acquisition Regulation Part 6, although fair consideration will be given to all applicable contractor(s) prior to the placement of an order. The policies in Subpart 15.3 do not apply to the order process; however, the procuring contracting officer will carefully develop procedures to provide fair opportunity to all awardees, will not use any method that results in unfair consideration being given to any awardees prior to placing each order, develop procedures for each delivery order, and consider price/cost under each order as a factor in the selection decision. The Government officer reserves the right to employ streamlined procedures when selecting a delivery order contractor. In addition, the contracting officer need not contact each of the multiple contractor(s) under the resultant contract(s) before selecting a delivery order recipient if information is available to the contracting officer to ensure that each contractor is provided a fair opportunity to be considered for each order.

e. In limited instances, contractor(s) will not be given an opportunity to be considered for a particular delivery order in excess of \$3,000 under a multiple delivery order contract if the procuring contracting officer at the office/agency determines that:

1. The agency's need for the item is of such urgency that providing the opportunity would cause unacceptable delays;
2. Only one contractor is capable of providing the item(s) because of unique or highly specialized qualifications, supply stocks, or manufacturing lead time;
3. The delivery order must be placed as a sole source delivery order because the interests of economy and efficiency dictate that the contractor should receive it as a logical follow-on to a delivery order already issued under the contract(s), provided that all contractors were given a fair opportunity to be considered for the original order; or
4. It is necessary to place the delivery order to satisfy a minimum guarantee, or;
5. Performance, delivery and reliability issues dictate eliminating a contractor from receiving an order.
6. Determinations and justifications required by Federal and office/agency acquisition regulations have been made a part of the delivery order file which shall address fair opportunity mandates.

f. No protest under FAR Subpart 33.1 is authorized in connection with the issuance of a delivery order under any resultant contract(s), except for a protest that the delivery order increases the scope, period, or maximum estimated value of the contract.

g. All orders will be signed by a contracting officer. Upon receipt of a delivery order, the Contractor shall assume the responsibility for coordination, as necessary, in order to meet the required delivery date. If a contractor believes that the scope of any delivery order is not within the scope of any resultant contract, the contractor shall notify the contracting officer immediately in writing, providing the reason for such a determination. No shipments should be made by the contractor(s) before receipt of a signed order; however, see Section G, paragraph G.3 for emergency situations.

h. It is the intent of the Government to attempt to distribute the issuance of delivery orders over the entire ordering period of the contract(s); however, due to the nature of the FLETC training mission, there is no guarantee of an orderly flow of delivery orders. Delivery orders may be issued under contract(s) from the date of award(s) throughout the contract ordering period. Any delivery order issued hereunder shall be subject to the terms and conditions of the basic contract, which shall control in the event of conflict with any delivery order(s).

H.7 NEW TYPES OF REDUCED HAZARD TRAINING AMMUNITION

Because the ammunition training requirements change periodically and there is no positive manner to project such changes, the Government reserves the right to negotiate with contractor(s) to add other types of RHTA to the contract(s) if such action is deemed necessary.

H.8 ADVERTISING OF AWARD

The Contractor shall not refer to awards in commercial advertising (written or oral) in such a manner as to state or imply that the product(s) provided under this contract is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.9 PHYSICAL SECURITY REQUIREMENTS

1. General Requirements:

a. 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.

b. 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.

(1) At the discretion of the Chief Security Officer (CSO), and in accordance with FLETC Manual 71-01, Access Control, 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).

(2) 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.

c. 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 and FLETC Directive Number 71.00B, Identification Badges, Credentials and Shields.

2. Access to FLETC Facilities by Contractor Employees

a. 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.

b. 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 5CFR 731.202. The contractor shall:

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

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

(3) Submit completed forms to the Contracting officer for processing.

c. The Prime Contractor, for contractor employees that are to be employed on the FLETC in a national security position as identified by the FLETC Chief Security Officer or a position identified by the FLETC Information System Security Manager (ISSM) as high or moderate risk based on the FLETC IT Security standards shall:

(1) Provide to the contracting officer a Standard Form 86 – Questionnaire for National Security Positions as well as a Form I-9 – *Employment Eligibility Verification*, for each identified contractor employee. All forms must be completed in their entirety. The Prime Contractor must submit the required forms at least 45 calendar days in advance of the contractor employee's earliest proposed access to FLETC IT systems or facilities.

(2) 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.

(3) 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, and national security information. Such access will only be issued in accordance with FLETC Physical Security, Information Security and IT Security policies.

d. The Prime Contractor, for contractor employees that are to be employed on the FLETC for a period of 6 months or longer in a position identified by the FLETC ISSM as low risk based on the FLETC IT standards and identified by the CSO as low risk based on personnel security standards shall:

(1) Provide to the contracting officer a Standard Form 85P – *Questionnaire for Public Trust Positions*, and a Form I-9 – *Employment Eligibility Verification* on each contractor employee. All forms must be completed in their entirety. FLETC requires that contractors submit required forms 10 business days in advance of the contractor employee's first day of

needed access of the FLETC IT systems or facilities.

(2) Upon notification from FLETC Security staff, each contractor employee will be required to appear in person before an authorized FLETC representative for the purpose of verifying the contractor employee's identity in accordance with Federal Information Processing Standards Publication 201, Personal Identity Verification (PIV) of 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 identified on Form I-9. Upon verifying the contractor employee's identity, the contractor employee shall provide fingerprints and a photograph.

(3) 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 such employees while the rest of the suitability investigation is being completed.

e. 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 Approval Form for Badges and Passes, FTC-SEM-17a (see Section J, Exhibit #4). The form must be completed in its 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.

f. **NO ONE WILL BE PERMITTED TO BEGIN WORK ON ANY FLETC PROPERTY UNTIL AN IDENTIFICATION BADGE HAS BEEN ISSUED BY THE FLETC.** The identification badge must be in the employee's possession at all times while the employee is on any FLETC property.

3. Identification Badges and Vehicle Passes.

a. All individuals working on or requesting access to the FLETC must obtain authorization to enter the FLETC through the issuance of an appropriate FLETC identification badge. 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).

b. 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.

c. 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.

d. 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.

4. Completion of the Contract.

a. 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.

b. 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.

5. Review of Access and Suitability Determinations

a. Access Determinations. Access to classified national security information and the receipt of a security clearance will be in accordance with 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.

b. Suitability Determinations. When adverse information is developed in the course of a suitability investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether 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 the information and offered an opportunity 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.

c. All individuals working on any FLETC property must obtain authorization to enter the FLETC through the issuance of an identification badge by the FLETC.

END OF SECTION H

LGL08R00012
REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION I
CONTRACT CLAUSES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

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I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998) [52.107(b)]

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](http://www.far.npr.gov/references/References.html).

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I.2	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007) [3.808].

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

“Agency” means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following Federal actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

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

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

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

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

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

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

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

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

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

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

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

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

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

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

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

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

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

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

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

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

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

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

(2) *Professional and technical services.*

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

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

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

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

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

(d) *Disclosure.*

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

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

(e) *Penalties.*

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

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

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

(g) *Subcontracts.*

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

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

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

(End of Clause)

I.3 52.204-1 APPROVAL OF CONTRACT (Dec 1989) [4.103]

This contract is subject to the written approval of FLETC Chief, Glynco Operations Branch and shall not be binding until so approved.

I.4 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)[4.1104]

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR atSubpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked therecord “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) 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) Via the Internet at <http://fedgov.dnb.com/webformor> if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

- (i) Company legal business.
- (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.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated

in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I.5 52.216-3 Economic Price Adjustment—Semistandard Supplies (Jan 97) [16.203-4(b)] DEVIATION

(a) The Contractor warrants that the supplies stated in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that

(1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and

(2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 25 percent of the original contract unit price as negotiated for each contract year. Such increase is limited to one per contract year, provided the contractor and the contracting officer agree upon such increase 60 days in advance of the exercising of a contract option.

(2) The increased contract unit price shall be effective on the first applicable contract date for ordering in the newly exercised contract option period.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph(c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph(c) of this clause.

(End of clause)

I.6 52.216-18 Ordering (Oct 1995) [16.506(a)]

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of basic contract award through the date of contract expiration.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.7 52.216-19 Order Limitations (Oct 1995) [16.506(b)]

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 10,000 units;

(2) Any order for a combination of items in excess of 10,000 units; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.8 52.216-22 Indefinite Quantity (Oct 1995) [16.506(e)]

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract following 66 calendar months after award date.

(End of Clause)

I.9 52.217-7 Option For Increased Quantity – Separately Priced Line Item (MAR 89) [17.208(e)]

The Government may require the deliver of the numbered line item, identified in the Schedule as an option item, and in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor **within 30 calendar days prior to contract expiration**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.10 52.217-9 Option to Extend the Term of the Contract (Mar 2000) [17.208(g)]

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

I.11 52.223-11 Ozone-Depleting Substances (May 01) [23.804(a)]

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I.12 52.246-19 Warranty of Systems and Equipment under Performance Specifications or Design Criteria (May 01) [46.710(c)(1)]

(a) Definitions. As used in this clause-

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within **the shelf-life of the ammunition**. (SEE SECTION C.1.6)

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall-

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within **30 days after discovery of the defect (see I.12(b)(2)(i) above)**. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within **10 calendar days** a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within **10 calendar days** to amend the contract to permit

acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(j) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause-

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within **10 calendar days** after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to-

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice. (6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise

(i) Obtain detailed recommendations for corrective action and either-

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(i) Obtain applicable data and reports; and

(ii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

I.13 52.252-6 Authorized Deviations In Clauses (APR 84) [52.107(f)]

(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 _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.14 3052.209-70 Prohibition On Contracts With Corporate Expatriates (JUN 06) [HSAR 3009.104-75]

(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.

(End of provision)

**I.15 3052.216-70 Evaluation Of Offers Subject To An Economic Price Adjustment Clause
(JUN 06) [HSAR 3016.203-470]**

Offers shall be evaluated without adding an amount for an economic price adjustment. Offers may be rejected which: (1) increase the stipulated ceiling; (2) limit the downward adjustment; or (3) delete the economic price adjustment clause. If the offer stipulates a ceiling lower than that included in the solicitation, the lower ceiling will be incorporated into any resulting contract.

(End of provision)

I.16 3052.242-72 Contracting Officer's Technical Representative (DEC 03) [3042.7000]

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) 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.

(End of clause)

I.17 Notice of Reserved Rights

With regard to any contract(s) resulting from the solicitation: Though the Government intends to contract with manufacturers and fully utilize these contractors' efforts to accomplish the delivery of supplies outlined herein,

the Government hereby RESERVES THE RIGHT to use other manufacturers should (1) the contractor(s) be unable to meet expedited schedules, (2) contractor and Government negotiations are ongoing and schedules demand immediate shipments, or (3) performance problems dictate temporary suspension of any contractor.

END OF SECTION I

LGL08R00012
REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION J
LIST OF ATTACHMENTS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

TABLE OF CONTENTS

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

Number	Title	No. Of Pages
<u>EXHIBITS</u>		
Exhibit 1	Disclosure of Lobbying Activities (Standard Form LLL)	2
Exhibit 2	Order for Supplies or Services (Optional Form 347)	2
Exhibit 3	Delivery Order Modification Form	1
Exhibit 4	FTC-SEM-017a, Badge Application Form for Contractors	2
Exhibit 5	RHTA Certification Form	1
Exhibit 6	Past Performance Formats	3
Exhibit 7	Contractor Performance Reporting Formats	7

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. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. 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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. 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 30 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.

OMB CONTROL NO. 1505-0081

ORDER FOR SUPPLIES AND SERVICES PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER		2. CONTRACT NO. (if any)		6. SHIP TO:		
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE		
5. ISSUING OFFICE (Address correspondence to)				b. STREET ADDRESS		
7. TO:		c. CITY		d. STATE	e. ZIP CODE	
a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS				<input checked="" type="checkbox"/> a. PURCHASE		b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of the form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY		e. STATE	f. ZIP CODE	REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED						
12. F.O.B. POINT		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
13. PLACE OF						0 DAYS
a. INSPECTION	b. ACCEPTANCE					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QTY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17 (h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME					17 (i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)					
c. CITY			d. STATE	e. ZIP CODE		

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) TITLE: CONTRACTING/ORDERING OFFICER
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NSN 7540-01-152-8083
 PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (6/95)
 Prescribed by GSA/FAR 48 CFR 53.213(f)

OMB Control No. 1505-0080

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ #	5. PROJECT NO. (If Applicable)	
6. ISSUED BY		CODE	7. ADMINISTERED BY (if other than Item 6)		
Department of Homeland Security Federal Law Enforcement Training Center Procurement Division, Building 93 Brunswick (Glynco), Georgia 31524			See Block 6 for address		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)	9A. Amendment of Solicitation No.
					9B. Dated (See Item 11)
				X	10A. Modification of Contract/Order No.
					10B. Dated (See Item 13)
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment;
 - (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 - (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.
- FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (specific authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM IN 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO A AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. Date Signed
(Signature of person authorized to sign)		BY _____	(Signature of Contracting Officer)

NSN 7540-01-152-8070
 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 55.243

FTC-SEM-017a - front (revised 12/06)

Federal Law Enforcement Training Center Badge Application Form for Contractors	
Information provided by those completing this form may be used to conduct background checks on the applicant in accordance with FLETC Directive 71-01, Access Control. Privacy Act Statement: This information is provided in accordance with the Privacy Act of 1974 (5 USC 552a). Authority for this information is 5 USC 301, 5 USC 4101 et seq., Executive Order No 11348, and Department of Homeland Security Delegation Number 7050. Disclosure of this information is voluntary. Failure to provide requested information may result in denial of access to the FLETC property.	
SECTION A - To be completed by Applicant	
1. Applicant's Full Name: _____ Last First Middle	2. Residential Address: (not a post office box address) Street and House Number: _____ City, State and Zip Code: _____
3. Place of Birth: U.S. City and State: _____ OR Foreign Country: _____	4. Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female 5. Birth Date: _____ _____ Month Day Year
6. Social Security Number: _____ - _____ - _____	
7. Driver's License: _____ _____ State/Country Number	
8. If born outside the United States and its outlying possessions, please identify status: <input type="checkbox"/> National of the U.S. (including Indian, Eskimo and Aleutian) <input type="checkbox"/> Permanent Resident status. A#: _____ <input type="checkbox"/> Non-immigrant status: I-94 #: _____ <input type="checkbox"/> Other status: _____ If Non-immigrant Permanent Resident/Resident Alien, provide copy of documentation, including employment authorization, passport, and visa. Attached: <input type="checkbox"/> Copy of Employment Authorization If no passport or visa exists, insert "None" in provided space. <input type="checkbox"/> Copy of Passport _____ <input type="checkbox"/> Copy of U.S. Visa _____ _____ Country Number _____ Number	
9. Race/Ethnicity: (Check one or more boxes.) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Black or African American <input type="checkbox"/> White <input type="checkbox"/> Other _____	
10. Country/Countries of Citizenship: _____ List more than one if applicable If U.S. citizen through acquisition, derivation or naturalization, provide certificate number: _____	
11. Have you been arrested for any felony offenses in the last 7 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain: _____	
12. I certify that the information provided is true and accurate to the best of my knowledge. I acknowledge that knowingly or willfully falsifying information in the document is a violation of 18 US Code Section 1001. Applicant's Signature: _____ Phone: _____ Date: _____	
SECTION B - To be completed by Contractor or Contractor's Representative	
13. Employer Information: Prime Contractor: _____ Subcontractor: _____ Applicant Position/Title: _____	14. Contract Information: Contract/Purchase Order Number: _____ Contract End Date: _____
15. Applicant Work Schedule: <input type="checkbox"/> Full time <input type="checkbox"/> Regularly Scheduled Work <input type="checkbox"/> Term of Employment less than 6 months <input type="checkbox"/> Other: _____ <input type="checkbox"/> Part time <input type="checkbox"/> Intermittently Scheduled Work <input type="checkbox"/> Term of Employment 6 months or more	
16. Applicant Start and End Dates: <input type="checkbox"/> Applicant to begin working as soon as application approved. <input type="checkbox"/> Applicant to begin work on: _____ <input type="checkbox"/> Applicant to end work on: _____ <input type="checkbox"/> Applicant to continue working without specific end date.	
17. Type of Badge Requested: <input type="checkbox"/> New badge- never before issued for this applicant <input type="checkbox"/> Reissue for expired badge <input type="checkbox"/> New employment; applicant has held badge previously at a FLETC <input type="checkbox"/> Reissue for lost badge (\$10.00 fee paid; receipt attached.)	
Contractor's Signature: _____ Phone: _____ Date: _____	

FTC-SEM-017a - back (revised 12/06)

SECTION C – To be completed by Contracting Officer or Contractor Officer's Representative	
18. Type of Badge Requested: <input type="checkbox"/> Contractor PIV <input type="checkbox"/> Contractor - Less than 6 months Access Badge <input type="checkbox"/> Contractor - Intermittent Access Badge Requested Start Date: _____ Requested Expiration Date: _____ Contracting Officer's Signature: _____ Phone: _____ Date: _____	
SECTION D – To be completed by FLETC Security Specialist	
19. Type of Badge to be Issued: <input type="checkbox"/> Contractor PIV <input type="checkbox"/> Contractor TI <input type="checkbox"/> Contractor FV Approved Start Date: _____ Approved Expiration date: _____ Security Specialist Signature: _____ Phone: _____ Date: _____	
SECTION D – To be completed by Security Personnel Issuing Badge	
20. Identification Proof Provided by Applicant: Acceptable forms of identification include: For (a) or (b): <u>U.S. Passport</u> (unexpired or expired); <u>Unexpired foreign passport</u> with I-551 stamp or attached Form I-94 indicating unexpired employment authorization; <u>Permanent Resident Card or Alien Registration Receipt Card</u> with photograph (Form I-551); <u>Unexpired Temporary Resident Card</u> (Form I-688A); <u>Unexpired Employment Authorization Document</u> issued by DHS that contains a photo (Form I-688B); <u>Driver's License or ID card</u> issued by state or outlying possession of the U.S. provided it contains a photograph; <u>ID card issued by federal, state or local government agencies or entities</u> , provided it contains a photograph; or <u>Military Dependent's ID Card</u> . For (b) only: <u>U.S. Social Security Card</u> issued by the Social Security Administration (must not be marked invalid for employment and must not be laminated); <u>Certificate of Birth Abroad</u> issued by Department of State (Form FS-545 or Form DS-1350); Original or certified copy of a <u>Birth Certificate</u> issued by a state, county, municipal authority or outlying possession of the U.S. bearing an official seal; <u>U.S. Citizen ID Card</u> (Form I-197); or <u>ID Card for Use of Resident Citizen</u> in the U.S. (Form I-179).	
(a) Type: _____ Number: _____ Expiration: _____	(b) Type: _____ Number: _____ Expiration: _____
Badge Issued by (Signature): _____ Phone: _____ Date: _____	

OFFEROR CERTIFICATION

RFP LGL08R00012

REDUCED HAZARD TRAINING AMMUNITION (RHTA)

FEDERAL LAW ENFORCEMENT TRAINING CENTER (FLETC)

I hereby certify that the following technical factors on this acquisition for RHTA are understood completely and that I have the authority to make this certification for my company:

1. I certify that the ammunition proposed by my company complies with RFP Section C, 'Environmental Health & Safety' mandates, and have/will have a FLETC-approved Material Safety Data Sheet(s) for all offered round(s). Material Safety Data Sheet(s) is/are submitted with offer.
2. I certify that the ammunition proposed by my company is manufactured to perform in all law enforcement weapons, regardless of the manufacturer.
3. I certify that the FLETC's approach to ruling ammunition defective (Section C) is clearly understood and acceptable on any contract(s) resulting from this RFP.
4. I certify that the allowable failure rate and the examples of failures in Section C are clearly understood and acceptable on any contract(s) resulting from this RFP.

I give further notice that I accept the terms and conditions of this RFP and understand that they supersede any conflicting warranty statements that might be a part of my company's offer.

COMPANY

SIGNATURE OF CERTIFICATION OFFICIAL

PRINTED NAME OF CERTIFICATION OFFICIAL

DATE

**RFP: LGL08R00012, RHTA
PAST PERFORMANCE FORMATS**

The non-price factor, directly related past performance, is an integral part of the evaluation of this RFP. Offerors must provide to the Government customer-completed past performance questionnaires. Questionnaires shall be forwarded from the offeror's customer directly to the DHS FLETC, PRO, B93, Attn: Newman/Wofford, 1131 Chapel Crossing Rd, Brunswick (Glynco), GA 31524. Questionnaires may be faxed to 912-280-5343 or e-mailed to erin.wofford@dhs.gov. The following is the format for the Questionnaires:

PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS

The company providing you with this form is responding to a Department of Homeland Security, Federal Law Enforcement Training Center (DHS FLETC), request for quotation (RFQ) to provide commercial leaded training ammunition (CLTA) for shotgun/rifles, which will be used in training law enforcement officials. The DHS FLETC deems past performance as an extremely important part of the evaluation criteria of this RFQ; therefore, your response and honest input is very important. You are to become the performance rater of this company. **THE INFORMATION IS TO BE PROVIDED DIRECTLY TO THE DHS FLETC via mail, fax, or electronically (DHS FLETC, PRO, B93, ATTN: Newman/Wofford, 1131 CHAPEL CROSSING ROAD, BRUNSWICK (GLYNCO), GA 31524, FAX # 912-280-5343, e-mail erin.wofford@dhs.gov).**

PAST PERFORMANCE QUESTIONNAIRE CONTENTS

OFFEROR'S NAME & ADDRESS _____

RATER's NAME, TITLE, ADDRESS, E-MAIL, TELEPHONE #, AND ORGANIZATION:

RATER's CONTRACT #, LAST DATE TO ORDER, AND TOTAL DOLLAR VALUE:

RATER'S DESCRIPTION OF CONTRACT(AMMUNITION DELIVERED/ COMPLEXITY OF WORK)

HOW DO YOU RATE THE OFFEROR'S PERFORMANCE:

Summarize this offeror's performance in each of the three performance factors. Please choose one of five possible ratings shown here:

- | | |
|-----------------|---|
| EXCEPTIONAL (E) | Offeror's performance significantly exceeded most or all contract requirements. Furthermore, the offeror provided significant, unusual, unique or worthwhile features or benefits and performance was of the very highest quality. NO RISK ANTICIPATED WITH OFFEROR'S PERFORMANCE OR CUSTOMER SATISFACTION. |
| VERY GOOD (VG) | Offeror's performance fully exceeded many of the contract requirements. Offeror's performance has resulted in a very high level of efficiency, productivity, and quality. VERY LITTLE RISK ANTICIPATED WITH PERFORMANCE OR LACK OF CUSTOMER SATISFACTION. |

- SATISFACTORY (S) Offeror's performance met contract requirements. SOME POTENTIAL RISK AND LACK OF CUSTOMER SATISFACTION ANTICIPATED BASED UPON THE OFFEROR'S PAST PERFORMANCE.
- MARGINAL (M) Offeror's performance was less than satisfactory and could have been improved. SIGNIFICANT POTENTIAL RISK AND DEGRADATION OF PERFORMANCE ANTICIPATED BASED UPON THE OFFEROR'S PAST PERFORMANCE.
- UNSATISFACTORY (U) Offeror's performance was less than satisfactory and could have been improved. SIGNIFICANT POTENTIAL RISK AND DEGRADATION OF PERFORMANCE ANTICIPATED BASED UPON THE OFFER'S PAST PERFORMANCE.
- NEUTRAL (N) Does not apply to offeror's past performance.

(RATER SHOULD CIRCLE THE RATING APPROPRIATE TO THIS PERFORMANCE FACTOR)

1. QUALITY OF GOODS
- A. Rate overall quality of commercial training ammunition received E VG S M U N
- B. Company's handling of problem issues E VG S M U N
2. CONTRACT PERFORMANCE
- A. Company's ability to solve contract performance problems without extensive guidance from you? E VG S M U N
- B. Effectiveness of company in understanding and responding to additional requirements from you. E VG S M U N
- C. Company's establishment and maintenance of effective Quality control standards and procedures related to rater's contract. E VG S M U N
3. TIMELINESS OF DELIVERY(IES)
- A. Ammunition delivery compliance with contract delivery requirements E VG S M U N
- B. Compliance with contract delivery reports and documentation E VG S M U N

(RATER SHOULD COMPLETE THE FOLLOWING QUESTIONS/COMMENTS)

4. HAS RATER'S CONTRACT BEEN PARTIALLY OR COMPLETELY TERMINATED?
NO ___ YES ___ (default ___ or convenience ___)
If rater answers yes, explain why termination action was taken.
5. IN RATER'S OPINION, WHAT WAS THE COMPANY'S GREATEST STRENGTH IN PERFORMANCE?
-
6. IN RATER'S OPINION, WHAT WAS THE COMPANY'S GREATEST WEAKNESS IN PERFORMANCE?

7. WOULD RATER AWARD ANOTHER AMMUNITION CONTRACT TO THIS COMPANY?
Yes ___ No ___

8. THE RATER MAY MAKE ADDITIONAL COMMENTS, IF DESIRED.

9. RATER CERTIFICATION - I HEREBY CERTIFY THAT THE INFORMATION IN THIS FORM IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE _____ TITLE _____
PRINTED NAME _____ DATE _____

Standard Contractor Performance Report

Evaluation Type: Interim <input type="checkbox"/> Final <input type="checkbox"/> (check one)			
Evaluating Organization:		Reporting Period: From _____ to _____	
Contracting Office:		Contract Number:	Order Number:
Contractor Name:		Contractor Address:	
DUNS:	City:	State:	
Additional or Alternate Contractor Name:	Zip/Postal Code:	Country:	
TIN:	Industrial Code (NAICS):	Commodity Code:	Contract Type:
Contract Award Date:	Contract Expiration Date:	Contract Value:	
Requirement Description:			

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (attached Rating Guidelines).

Quality of Product or Service

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Quality of Product or Service (2000 characters maximum):

Cost Control (Rating and Comments for Cost Control are not required if contract type is Fixed-Price)

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
-------------------	---------	---------	---------	--------------	----------------

Government Comments for Cost Control (2000 characters maximum):

Timeliness of Performance

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Timeliness of Performance (2000 characters maximum):

Business Relations

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
-------------------	---------	---------	---------	--------------	----------------

Government Comments for Business Relations (2000 characters maximum):

Additional Info

Subcontracts

Are subcontracts involved? Yes No (*Check one*)
Government Comment on subcontracts (2000 characters maximum):

Contractor Key Personnel

Contractor Manager/Principal Investigator (*name*):
Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum):

Contractor Key Person (*name*):
Government Comment on Contractor Key Person (2000 characters maximum):

Contractor Key Person (*name*):
Government Comment on Contractor Key Person (2000 characters maximum):

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan? Yes No N/A (*Check one*)

If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?
 Yes No N/A (*Check one*)

Government Comments on Small Business Subcontracting Plan (2000 characters maximum):

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications? _Yes _No _N/A (Check one)

Government Comments on Small Disadvantaged Business Goals (2000 characters maximum):

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? _Yes _No (Check one)

Would you recommend the selection of this firm again? _Yes _No (Check one) – FINAL REPORT ONLY

Government Comments on Customer Satisfaction (2000 characters maximum):

Admin Info

Project Officer/COTR

Name:
Phone:
Fax:
E-mail Address:

Contractor Representative

Name:
Phone:
Fax:
E-mail Address:

Alternate Contractor Representative *(Required to insure that at least one person is notified of evaluation)*

Name:
Phone:
Fax:
E-mail Address:

Contracting Officer:

Name:
Phone:
Fax:
E-mail Address:

Contractor Comments

Quality of Product of Service

Contractor has elected not to comment

Contractor Comments for Quality of Product of Service (2000 characters maximum):

}

Cost Control

Contractor has elected not to comment

Contractor Comments for Quality of Product of Service (2000 characters maximum):

Timeliness of Performance

Contractor has elected not to comment

Contractor Comments for Timeliness of Performance (2000 characters maximum):

Business Relations

Contractor has elected not to comment

Contractor Comments for Business Relations (2000 characters maximum):

Overall Comment

Contractor has elected not to comment

Contractor Comments for Quality of Product of Service (2000 characters maximum):

Rating Guidelines

Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

- Unsatisfactory** Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
- Poor** Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
- Fair** Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
- Good** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
- Excellent** There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
- Outstanding** The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Cost Control

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

- Unsatisfactory** Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards.
- Poor** Ability to manage cost issues requires significant Agency resources to ensure achievement of contract requirements.
- Fair** Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements.
- Good** There are no, or very minimal, cost management issues and the Contractor has met the contract requirements.
- Excellent** There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government.
- Outstanding** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where the contractor achieved cost savings and performance clearly exceeds the performance levels described as "Excellent".

Timeliness of Performance

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

- Unsatisfactory** Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
- Poor** Delays require significant Agency resources to ensure achievement of contract requirements.
- Fair** Delays require minor Agency resources to ensure achievement of contract requirements.
- Good** There are no, or minimal, delays that impact achievement of contract requirements.
- Excellent** There are no delays and the contractor has exceeded the agreed upon time schedule.
- Outstanding** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

- Unsatisfactory** Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
- Poor** Response to inquiries and/or technical, service, administrative issues is marginally effective.
- Fair** Response to inquiries and/or technical, service, administrative issues is somewhat effective.
- Good** Response to inquiries and/or technical, service, administrative issues is consistently effective.
- Excellent** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
- Outstanding** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

LGL08R00012
REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION K
CONTRACT CLAUSES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

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K.1 52.204-8 Annual Representations and Certifications (Jan 06) [4.1202]

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332992.

(2) The small business size standard is 1000 employees.

(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 certifications 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.

(End of provision)

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-
Certification (June 2008)**

(a) Definitions. As used in this provision—

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

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Person” means—

(1) A natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

END OF SECTION K

LGL08R00012
REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

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L.1 52.204-6 Data Universal Numbering System (DUNS) Number (Apr 2008) [4.607(a)]

(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 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

L.2 52.215-1 Instructions to Offerors—Competitive Acquisition (Jan 2004) [15.209(a)]

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.3 52.216-1 - TYPE OF CONTRACT (APR 84) [16.105]

The Government contemplates award of a Firm-Fixed Price, Indefinite-Delivery / Indefinite Quantity contract(s) resulting from this solicitation.

L.4 52.216-27 - SINGLE OR MULTIPLE AWARDS (OCT 95)[16.506(F)]

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.5 52.233-2 SERVICE OF PROTEST (SEP 06) [33.106]

(a) Protests, as defined in section 31.101 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:

Patricia Newman, Contracting Officer
Federal Law Enforcement Training Center
Procurement Division, Building 93
Glynco, GA 31524

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

(End of provision)

L.6 SUBMISSION OF OFFERS

Offerors shall submit an original and two copies of the following, which shall be contained in light-weight three-ring binders:

- a. Volume 1 – Technical Proposal
- b. Volume 2 – Past Performance Documentation
- c. Volume 3 - Pricing

L.7 RESERVED

L.8 RESERVED

L.9 OPTIONS

The Government will evaluate offers for award purposes inclusive of option periods. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced when compared to the base year prices. Note that evaluation of options shall not obligate the Government to exercise the option(s).

L.10 CONTRACT AWARD

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

L.11 TERMINATION-ERRONEOUS REPRESENTATION CONCERNING SIZE STATUS

The small business representation made by the offeror when submitting its offer is a material representation of fact upon which the Government relies when making award. If it is later determined that the small business representation was erroneous and the contractor was not a small business on the date of its offer, the contract may be terminated by the Government and the Contractor charged with any damages sustained by the Government as a result of such termination.

L.12 REPRESENTATIONS AND CERTIFICATIONS

FAR 52.204-8 Annual Representations and Certifications in Section K applies.

L.13 DISCLOSURE OF LOBBYING ACTIVITIES

Offerors are required to fill out the Disclosure of Lobbying Activities form (**Section J, Exhibit #1**), if applicable. The information requested by the form is authorized by Title 31 U.S.C. Section 1352. This disclosure is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and 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.

L.14 PRE-AWARD SURVEY

1. The Government reserves the right prior to making an award, to conduct a pre-award survey of any prospective contractor in order to determine that the Contractor can meet the minimum standards for responsible prospective contractors as delineated in Federal Acquisition Regulation 9.106. The pre-award survey **may include**, but will **not necessarily be limited** to the following factors:

- a. Financial Resources: Such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- b. Ability to comply with required schedules;
- c. Past record of integrity;
- d. Past record of performance; and
- e. Ability to meet other qualifications and eligibility requirements to receive an award of a contract.

2. An on-site inspection, to specifically include a review of the offeror's safety program for minimization of risks associated with production of ammunition items, **may** be conducted on any facility of any apparent successful offeror prior to contract award.

L.15 52.252-5 -- AUTHORIZED DEVIATIONS IN PROVISIONS (APR 84) [52.107(e)]

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

b. The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.16 3052.216.70 EVALUATION OF OFFERS SUBJECT TO AN ECONOMIC PRICE ADJUSTMENT CLAUSE (JUN 06)

Offers shall be evaluated without adding an amount for an economic price adjustment. Offers may be rejected which: (1) increase the stipulated ceiling; (2) limit the downward adjustment; or (3) delete the economic price adjustment clause. If the offer stipulates a ceiling lower than that included in the solicitation, the lower ceiling will be incorporated into any resulting contract. (End of provision)

L.17 3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM (DEC 03)[3019.708-70(b)]

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

(2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

(3) Mentor-protégé agreements, approved by the DHS OSDDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors, serving as mentors in the DHS mentor-protégé program, are eligible for a post-award incentive for subcontracting plan credit by recognizing costs incurred by a mentor firm in providing assistance to a protégé firm and using this credit for purposes of determining whether the mentor firm attains a subcontracting plan participation goal applicable to the mentor firm under a DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported via the SF 295; for example, the mentor/large business prime contractor reports a \$10,000 subcontract to a protégé/small business subcontractor and \$5,000 of development assistance to the protégé/small business subcontractor as \$15,000 (410,000 traditional subcontract plus \$5,000 in developmental assistance for a total of \$15,000).

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDDBU for more information. (End of clause)

END OF SECTION L

LGL08R00012
REDUCED-HAZARD TRAINING AMMUNITION
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA

SECTION M
EVALUATION FACTORS FOR AWARD

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
1131 CHAPEL CROSSING ROAD, BUILDING 93
GLYNCO, GEORGIA 31524

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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**M.1 52.252-1 -- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 98)[52.107(a)]**

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.

52.232-15 Progress Payment Not Included (APR 84) [32.502-3(c)]
3052.219-72 Evaluation of Prime Contractor Participation in Mentor-Protégé
Program (Dec 03) [HSAR 3019.708-70(c)]

M.2 52.217-5 -- EVALUATION OF OPTIONS (JUL 90) [17.208(c)(1)]

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 UNACCEPTABLE PROPOSALS

Any proposal may be construed as an unacceptable proposal and ineligible for consideration if an offeror does not comply with the requirements of the solicitation. The failure to comply with the technical features or acknowledge receipt of amendments is a common cause for holding proposals unacceptable. Other examples of unacceptable proposals are those that contain major deficiencies, omissions, or out-of-line costs which discussions with the offeror could not reasonably be expected to cure or a proposal that does not represent a reasonable effort to address itself to the essential requirements of the solicitation.

M.4 BASIS OF AWARD

a. Written proposal materials will be received from offerors and evaluated by Government personnel against the factors set forth in paragraph M.6 below.

b. If the Government determines an award cannot be made without discussions, a competitive range determination will be made. A competitive range will be established consisting of all proposals determined under the evaluation criteria to be the most highly rated proposals (see FAR 15.306). Those offerors whose proposals are not within the competitive range will receive a notification in accordance with FAR 15.503. Further discussions with those offerors are not contemplated and any revisions of their proposals will not be considered.

c. Written or oral discussions may be conducted; however, the Government reserves the right to make an award without additional discussions based on initial proposals. A single award or multiple awards may be made.

M.5 EVALUATION AND AWARD CRITERIA

a. All proposals submitted will be evaluated in accordance with M.6, Evaluation Factors and Subfactors. Because of the numerous proposals anticipated, uniformity of proposals is essential to

assure fair and accurate assessment. Proposals must conform to all of the terms and conditions contained in the solicitation. Proposals that do not conform to all of the requirements expressed in this solicitation may be considered unacceptable.

b. The evaluation and award selection process will be an integrated assessment for a best value award decision. A decision on the technical acceptability of each offer will be made. For those offerors who are determined to be technically acceptable, tradeoffs will be made between non-pricing factors and price with non-price factors being considered *significantly more important* than price. However, price will become more important if the past performance of two offerors is determined to be relatively equal.

c. Award will be made to the responsible offeror(s) whose proposal(s) conform to all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements including those listed in M.6 below.

M.6 EVALUATION FACTORS AND SUBFACTORS

1. The evaluation factors and subfactors are as stated in this paragraph.

2. The factors (Technical, Past Performance, Small Business Participation/DHS Mentor-Protégé arrangements, E-Verify and Price) will be used to evaluate offers and are in descending order of importance with non-price factors being significantly more important than price.

2.A. Technical Factors (Pass/Fail). The following four technical factors are rated as Pass/Fail. See **Section J, Exhibit #5** for certification required. Any offer which fails on any of these four factors may no longer be considered for award.

2.A(1) Offeror certifies that proposed ammunition complies with RFP Section C, 'Environmental Health & Safety' mandates, and has/will have a FLETC-approved Material Safety Data Sheet(s) for offered round(s). (Material Safety Data Sheet(s) is/are submitted with offer.)

2.A(2) Offeror certifies that proposed ammunition is manufactured to perform in all law enforcement weapons, regardless of the manufacturer.

2.A(3) Offeror certifies that the FLETC's approach to ruling ammunition defective (Section C) is clearly understood and acceptable on any resultant contract(s).

2.A(4) Offeror certifies that the allowable failure rate and the examples of failures in Sections C are clearly understood and acceptable on any resultant contract(s).

Notice:

If an offeror fails to provide the required certification at **Section J, Exhibit #5** for all of the above factors, then that offer could be deemed unacceptable and not considered for award. The acceptance of the terms and conditions of this RFP will supersede any conflicting warranty statement provided by any offeror.

2.B. Technical Factors. The following five technical factors will be given a technical rating as described below:

2.B(1) Offeror understands that RFP documentation has precedence over Section C referenced publications.

2.B(2) Offeror's product(s) meet the RFP's packaging and marking requirements.

2.B(3) Offeror is an ISO 9001:2000 QA certified or conforming company.

2.B(4) Offeror proposes delivery conforming to RFP requirements.

2.B(5) Offeror understands that ammunition on this RFP is for training purposes only and will not be represented to any purchaser as suitable for duty/service use.

<u>Rating</u>	<u>Definition</u>
Outstanding:	Proposal exceeds all requirements of the RFQ and the offeror has fully analyzed, evaluated, & defined these requirements in the proposal. The proposal fully and completely meets all expectations and sets forth an approach that demonstrates the highest probability of obtaining superior product(s).
Satisfactory:	Proposal meets all requirements of the RFQ and is acceptable. Product(s) is/are proposed to the extent requested, and the key points raised by the applicable evaluation factors have been satisfactorily addressed in the proposal. The offeror demonstrates an understanding of the Government's needs by a direct translation of the RFQ requirements in the offeror's proposal.
Unacceptable:	The proposal does not satisfy the requirements in the RFQ for an acceptable proposal. It is doubtful that the proposal can be made acceptable without substantial changes or Government assistance.

2.C. Small Business Participation/DHS Mentor/Protégé arrangements

Small business participation related to the manufacture of small arms ammunition is considered a non-price technical factor and will be assigned a rating as described above.

This RFP is subject to FAR 52.219-9, ALT II; 3052.219-71 and 3052.219-72. Small business participation will be evaluated using the rating system described under technical factors. Offerors shall provide documentation requested in FAR 52.219-9 and 3052.219-72 (if applicable); past performance in achieving goals on small business reports for the past three years will be reviewed. Submittal of current and the past three years of small business reports are required (if applicable).

The following is a list of FLETC's Small Business Goals:

FLETC Small Business Goals Fiscal Year 2008

SB Prime	50%
8(a)	9%
Non-8(a) SDB	10%
Overall SDB	19%
WOSB	7%
HUBZone	6%
SDVOSB	3%

2.D. Participation in the E-Verify Program

The E-Verify Program participation is considered a non-price technical factor and will be assigned a rating as described above.

This RFP is subject to HSAM 3015.304 which states that offerors will be evaluated on participation in the e-Verify Program (or any other successor program managed by the Department of Homeland Security). Firms may register for the E-Verify Program on-line at:

<https://www.vis-dhs.com/employerregistration/>.

This web site provides instructions for completing the Memorandum of Understanding (MOU) for official registration in the program.

2.E. Past Performance. Offerors are required to provide past performance information (see **Section J, Exhibit 6**)

2.E(1) For technically acceptable proposals, the past performance assessment will assess the confidence in the offeror's ability (which includes, if applicable, the extent of its critical subcontractors' or teaming partners' involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying ammunition that meet users' needs including cost and schedule. The currency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance will be considered.

2.E(2) The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination of the offeror's present/past performance (which includes, if applicable, the extent of its critical subcontractors' or teaming partners' involvement) will be made. The Government is not bound by the offeror's opinion of relevancy. The Government may consider an offeror's contracts in aggregate in determining relevancy, should the offeror's present and past performance lend itself to this approach. For example, an offeror's work experience on three contracts may, by definition, represent only a *semi-relevant* effort when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may more accurately reflect a *very relevant* effort. The following relevancy criteria apply:

<u>Rating</u>	<u>Definition</u>
Very Relevant:	Present/past performance programs involved the magnitude of effort and complexities which are <i>essentially</i> what this solicitation requires.
Relevant:	Present/past performance programs involved less magnitude of effort and complexities, including <i>most</i> of what this solicitation requires.
Semi-Relevant:	Present/past performance programs involved much less magnitude of effort and complexities, including <i>some</i> of what this solicitation requires.
Not Relevant:	Did not involve any significant aspects of above.

2.E(3) In assessing present and past performance, the Government will employ several approaches including, but not limited to:

2.E(3)(a) Information utilized may be obtained from the references listed in the proposal, as well as from other sources known to the Government. Data from previous source selections may be used if the data is recent and relevant. Evaluation of present and past performance will include consideration of overall customer satisfaction and conclusions of informed judgment.

2.E(3) (b) Offerors may be given an opportunity to address adverse past performance information if the offeror has not had a previous opportunity to respond to the information. Recent contracts will be examined to ensure that corrective measures have been implemented. The confidence assessment will consider issues including, but not limited to, the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the offeror's overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.

2.E(3)(c) Past performance information will also be considered regarding any critical subcontractors and key personnel. If an offeror does not have a past performance history deemed relevant to this RFP, the offeror will receive a neutral confidence rating. The neutral confidence rating will be considered in the overall assessment for a best value decision.

2.E(3)(d) An overall confidence assessment rating will be made. The following confidence assessment ratings apply:

<u>Rating</u>	<u>Definition</u>
Exceptional/High Confidence:	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform as required in the RFP.
Very Good/Significant Confidence:	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform as required in the RFP.
Satisfactory/Confidence:	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform as required in the RFP.

Neutral/Unknown Confidence:	No performance record identifiable (see FAR 15.305(a)(2)(iii) and (iv)).
Marginal/Little Confidence:	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform as required in the RFP. Changes to the offeror's existing RFP approach may be necessary in order to achieve the Government's requirements.
Unsatisfactory/No Confidence:	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the requirements of the RFP.

2.E(3)(e) The offeror shall provide specific information regarding at least three (3) contracts of a similar nature and scope that have been performed within the last three (3) years. The information shall be clearly and concisely described. The offeror shall identify contracts, dollar values, client locations, and points of contact with telephone numbers. The past performance must clearly explain how this experience relates to the requirements of this solicitation.

2.E(3)(f) If an offeror does not have past performance history relating to the work being performed under this solicitation, the offeror will not be evaluated favorably or unfavorably. Each Offeror will be evaluated on the performance under existing and prior contracts for similar products.

2.F PRICING OF RHTA

Offerors must submit a pricing schedule in accordance with Section B. No offeror, however, is required to submit an offer on all line items. Offerors shall provide all information necessary to allow the Government to perform evaluations. Pricing information submitted should fully describe any/all assumptions made by the offeror. Pricing offered should include all applicable tax and shall be inclusive of shipping costs. Price will be evaluated for reasonableness, total evaluated price, and balance in accordance with the following:

2.F(1) Reasonableness will be evaluated based upon historical pricing, current market conditions, and whether the price represents the best value to the Government. Unit prices exceeding 25% of the Independent Government Estimate may not be considered for award.

2.F(2). Total evaluated price/cost will be assessed, including options. However, evaluation of options shall not obligate the Government to exercise such options.

2.F(3) Assessment of balance of pricing will be made; pricing imbalance in the base year and perspective option years can result in the offer being rejected by the Government.

NOTICE: Non-Pricing factors, when combined, are significantly more important than pricing. However, price will become more important if non-price factors of two or more offerors are determined to be relatively equal.

**M.7 3052.216-70 EVALUATION OF OFFERS SUBJECT TO AN ECONOMIC PRICE
ADJUSTMENT CLAUSE (JUN 2006)[HSAM 3016.203-470]**

Offers shall be evaluated without adding an amount for an economic price adjustment. Offers may be rejected which: (1) increase the stipulated ceiling; (2) limit the downward adjustment; or (3) delete the economic price adjustment clause. If the offer stipulates a ceiling lower than that included in the solicitation, the lower ceiling will be incorporated into any resulting contract.

(End of provision)

M.8 AWARD (MULTIPLE OR SINGLE)

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). Award(s) will be made to the offeror(s) whose proposal(s) is (are) most advantageous to the Government, price and other factors considered.

M.9 SUBMISSION OF OFFERS

Offerors shall submit an original and two copies of the following, which shall be contained in light-weight three-ring binders:

- a. Volume 1 – Technical Proposal
- b. Volume 2 – Past Performance Documentation
- c. Volume 3 - Pricing

END OF SECTION M