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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: April 21, 2015

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution retroactively approving an agreement with the United States Department of Homeland Security, Customs and Border Protection Agency for a five year term and estimated payment of $757,000.00 for use of the Trail Glades Range Facilities for training purposes; authorizing County Mayor to execute such agreement for and on behalf of Miami-Dade County, and to exercise all rights conferred therein

Resolution No. R-308-15

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: April 21, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Retroactively Approving an Agreement with the U.S. Department of Homeland Security, Customs and Border Protection Agency, for use of Trail Glades Range Facilities for Training purposes.

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution retroactively approving an Agreement between Miami-Dade County (County) and the Department of Homeland Security, Customs and Border Protection Agency (CBP), for five years and variable monthly payments to the County, depending on specific usage, for use of Trail Glades Range (TGR) facilities for training and qualification purposes.

Scope

Trail Glades Range is owned by the County and operated by the Parks, Recreation and Open Spaces Department (PROS) and is located in County Commission District 12, Commissioner Jose "Pepe" Diaz; however, the range is an asset of regional significance.

Fiscal Impact/Funding Source

Trail Glades Range has been providing similar services to CBP since 2010 under a previous agreement that provided the County to an average revenue up to $8,500.00 per month; the new Agreement is estimated to generate up to $12,000.00 per month based on prior usage patterns, for the first 21 months with an approximate 3% increases in each of the three subsequent years. The total estimated revenue to the County for the five-year term of the Agreement is $757,000.00. CBP will pay the County a per hour rate for range use, with a minimum of 128 hours per month, as listed in the table below.

Year	Main Range Per Hour	Tactical Range Per Hour
Year 1	$ 100.00	$ 60.00
Year 2	$ 100.00	$ 60.00
Year 3	$ 103.00	$ 62.00
Year 4	$ 106.00	$ 64.00
Year 5	$ 109.00	$ 66.00

Track Record/Monitor

PROS Range Master Horatio Quintero will ensure compliance with the terms of the Agreement.

Background

Trail Glades Range is open to the general public and offers a multiple position, 50-yard practical range; a 35-position, 7-to-50-yard pistol range; a 32-position, 25-to-100-yard rifle range; six trap-and-skeet fields, which includes an international skeet field; and 18 recreational vehicle spaces with water and electrical

hook-up, for use during tournaments. Additionally, TGR offers safe shooter classes, concealed weapons courses and range facility rentals to qualified groups.

Under terms of the Agreement (Exhibit A), PROS will provide access to the main range, tactical range, classroom facilities, restroom facilities, parking, and an open field at TGR. An estimated 1,600 CBP Officers will require quarterly training and firearms qualification. TGR has the capacity to accommodate the CPB's requirements, including facilities for advanced enforcement training such as Special Response Team training. CBP has been using the range facilities since January 2015 under this agreement, thus the approval is retroactive, in order for PROS to continue providing service to CBP while receiving revenue. PROS receives more revenue under this agreement than from the previous agreement. PROS staff has had a good relationship with CBP and as a result have developed an important revenue stream for TGR.

Attachments

Michael Spring, Senior Advisor
Office of the Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 21, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
4-21-15

RESOLUTION NO. R-308-15

RESOLUTION RETROACTIVELY APPROVING AN AGREEMENT WITH UNITED STATES DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION AGENCY, FOR A FIVE YEAR TERM AND ESTIMATED PAYMENT OF $757,000.00 FOR USE OF THE TRAIL GLADES RANGE FACILITIES FOR TRAINING PURPOSES; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively approves Agreement between Miami-Dade County and the United States Department of Homeland Security, Customs and Border Protection Agency, for a five-year term and in exchange for a payment to the County estimated at $757,000.00 for use of the Trail Glades Range for training facilities in substantially the form attached hereto as Exhibit A and authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			**aye**
Esteban L. Bovo, Jr., Vice Chairman			**aye**
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG

Miguel A. Gonzalez

EXHIBIT A

ORDER F R SUPPLIES OR SERVICES

PAGE 1 OF PAGES 19

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

1. DATE OF ORDER: 12/02/2014
2. CONTRACT NO. (If any): HSBP1015A00005
3. ORDER NO.:
4. REQUISITION/REFERENCE NO.: 0020080141
5. ISSUING OFFICE (Address correspondence to):
DHS - Customs & Border Protection
CBP, Procurement Directorate
Intech Two, Suite 100
6650 Telecom Drive
Indianapolis IN 46278

6. SHIP TO:
a. NAME OF CONSIGNEE: See Attached Delivery Schedule
b. STREET ADDRESS:
c. CITY:
d. STATE:
e. ZIP CODE:
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: MIAMI-DADE COUNTY
b. COMPANY NAME:
c. STREET ADDRESS: 275 NW 2ND ST 5TH FLOOR
D/B/A PARKS & RECREATION DEPT
d. CITY: MIAMI
e. STATE: FL
f. ZIP CODE: 33128-1710

8. TYPE OF ORDER
☒ a. PURCHASE – 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.
☐ b. DELIVERY – Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA:

10. REQUISITIONING OFFICE: B. Santana

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

12. F.O.B. POINT: Not applicable

13. PLACE OF
a. INSPECTION:
b. ACCEPTANCE:

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B POINT ON OR BEFORE (Date): 09/30/2019

16. DISCOUNT TERMS: Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accpt
10	Fire Range services	1.000	AU			
20	Fire Range Services	1.000	AU			

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
17(h) TOT (Cont. pages)

21. MAIL INVOICE TO:
SEE BILLING INSTRUCTIONS REVERSE
a. NAME: DHS - Customs & Border Protection Commercial Accounts Sect.
b. STREET ADDRESS (or P.O. Box): 6650 Telecom Drive, Suite 100
c. CITY: Indianapolis
d. STATE: IN
e. ZIP CODE: 46278
17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature): [signature]

23. NAME (Typed): Denise Jenkins-Williams
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

OPTIONAL FORM 347 (REV. 5/2011)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This document hereby establishes a Blanket Purchase Agreement (BPA) with Miami-Dade County. Vendor shall provide all labor, materials, and equipment to provide the use of a firing range to Customs and Border Protection in accordance with the Statement of Work attached.

AUTHORIZATION: Only authorized persons may place orders against this BPA. It is the vendor's responsibility to insure that sales are made only to authorized individuals. The following listed individual is the official Government Purchase Card cardholder and is the only individual authorized to make purchases using the Purchase Cards under this BPA, in the name of U.S. CBP, not to exceed the BPA call limit Authorized persons include:
Beth Santana, 786-476-3139

EXTENT OF OBLIGATION: The Government is obligated only to the extent of authorized calls actually placed against this BPA. This Agency will not assume responsibility for sales made to individuals other than those listed above or in excess of the individual purchase limit. Individual calls shall not exceed $10,000 each.

(01/01/2015 – 09/30/2015) Price:
Main Range $100.00 per/hr
Tactical Range $60.00 per/hr

(10/01/2015 – 09/30/2016) Price:
Main Range $100.00 per/hr
Tactical Range $60.00 per/hr

(10/01/2016 – 09/30/2017) Price:
Main Range $103.00 per/hr
Tactical Range $62.00 per/hr

(10/01/2017 – 09/30/2018) Price:
Main Range $106.00 per/hr
Tactical Range $64.00 per/hr

(10/01/2018 – 09/30/2019) Price:
Main Range $109.00 per/hr
Tactical Range $66.00 per/hr

INVOICES: An invoice shall be submitted at the end of each month. One invoice per call number will be accepted. To constitute a proper invoice, each invoice shall be annotated with at least the following information:
-BPA NUMBER (SHOWN IN BLOCK #2 ON ORDER)
-Quantity and description of supplies furnished and their associated call order line item number(s)
-Unit price and total amount of each item
-Discount terms
-Company name, telephone number, taxpayer's identification number, and complete mailing address.

If this information is not furnished on the invoice, your invoice may be returned as an improper invoice, therefore delaying payment.

****
Service Period: 01/01/2015 through 09/30/2019. Continuation of the agreement each fiscal year shall be based upon the availability of funds. Service for 10/01/2015 through 09/30/2019 are subject to availability of funds.
****

Technical Contact (or COR): Beth Santana, 786-476-3139, for all matters relating to the agreement

Contract specialist for this action is Gary Orr 317-614-4573 or gary.orr@dhs.gov. The contracting officer is Denise Jenkins-Williams, 317-614-4891.

By accepting this order, the vendor agrees to register with System for Awards Management and receive payment via electronic funds transfer (EFT). To register with SAM, visit: www.sam.gov. Vendor is registered in SAM.
DUNS # 114276590

By accepting this order, the vendor agrees to all of the terms and conditions.

**********VENDOR NOTE: ALL ORIGINAL INVOICES MUST BE PROVIDED TO CUSTOMS AND BORDER PROTECTION, NATIONAL FINANCE CENTER, PO Box 68908, INDIANAPOLIS, IN 46268-0908.

NOTES:

To submit invoices electronically, email them to: CBPINVOICES@DHS.GOV and Beth.Santana@cbp.dhs.gov.
****

TERMS AND CONDITIONS

U.S. CUSTOMS and BORDER PROTECTION
Supplemental Clauses/Provisions
Commercial Item Acquisitions
BPA Number: HSBP1015A00005

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Fire Range services	1.000	AU		
20	Fire Range Services	1.000	AU		

Total Funded Value of Award:

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0936261000Z26W15400AP01120000MG AS1102525 TAS# 07020152015 0530000	
20	6100.2525USCSGLCS0936261000Z26W15400AP01130000MG AS1102525 TAS# 07020152015 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 6601 NW 25th Street Miami, FL 33122	10	1.000	09/30/2015
	20	1.000	09/30/2015

II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER TITLE

II.2 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

II.3 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

II.4 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)

II.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2014)

II.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

II.7 3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012) ALTERNATE I (SEP 2012)

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

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

ADDITIONAL CLAUSES OR PROVISIONS

A.1 TAXPAYER IDENTIFICATION NUMBER
**PLEASE INCLUDE TAXPAYER IDENTIFICATION NUMBER ON ALL INVOICES SUBMITTED

[End of Clause]

A.2 SAM REGISTRATION
**BY ACCEPTING THIS ORDER, THE VENDOR AGREES TO REGISTER AT WWW.SAM.GOV AND RECEIVE PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT)

[End of Clause]

II.8 TERM OF CONTRACT (MARCH 2003)

The term of this contract is from 01/01/2015 through 09/30/2019.

[End of Clause]

II.9 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

II.10 PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

(1) U.S. Customs and Border Protection
Commercial Accounts Section
6650 Telecom Drive, Suite 100
Indianapolis, Indiana 46278

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices must include the following text: "***Per CBP, Net [state # days] Invoice***".

(2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention: GARY ORR

OR email: GARY.ORR@DHS.GOV

(3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention: BETH SANTANA

OR email: BETH.SANTANA@CBP.DHS.GOV

(b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office N/A
Attention:

Phone:

Email:

(c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

(a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.

(1) The minimum requirements are:

i. Name and address of the contractor.

ii. Invoice date and invoice number.

iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

viii. Taxpayer identification number (TIN).

ix. Electronic funds transfer (EFT) banking information.

x. Any other information or documentation required by the contract (e.g. evidence of shipment).

(2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).

(b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.

(c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

(1) Invoices must include the following information to support all costs claimed:

i. Period of performance for the costs claimed;

ii. Current amounts for each CLIN, if applicable;

iii. Current direct and indirect incurred costs, including fee;

iv. Cumulative amounts for each CLIN; and

v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.

(2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

II.11 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

II.12 SECURITY PROCEDURES (OCT 2009)

A. Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.

3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.

4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.

5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.

6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).

2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)

3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquires, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).

4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.

5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.

6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.

2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.

3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.

4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.

5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COTR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee.

Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.

2. The Contractor shall notify the CO/COTR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COTR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COTR will notify IA/SMD.

E. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

[End of Clause]

II.13 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

a. Contractor Performance Evaluation

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (COTRs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

b. Primary and Alternate Corporate Senior Contractor Representatives

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

c. Electronic access to contractor Performance Evaluations

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

[End of Clause]

II.14 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:

   a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).

   b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.

   c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.

2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

   Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

II.15 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

II.16 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

II.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

[] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108–77 and 108–78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate]

[] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

[] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313)

[] (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[] (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[] (ii) Alternate I (Nov 2011) of 52.219-3.

[] (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (ii) Alternate I (JAN 2011) of 52.219-4.

[] (13) [Reserved]

[X] (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

[] (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

[] (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4).

[] (ii) Alternate I (OCT 2001) of 52.219-9.

[] (iii) Alternate II (OCT 2001) of 52.219-9.

[] (iv) Alternate III (OCT 2014) of 52.219-9.

[] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[] (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[] (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (30) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (35) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-13.

[] (36) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[] (37) 52.223-15, Energy Efficiency in Energy--Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

[] (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43.

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (45) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)

[] (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

[] (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (48) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (49) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (50) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (52) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222–43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. Chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (9) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222–17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212)

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

[] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

II.18 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1)The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2)After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;
(ii) options;
(iii) contracts to acquire stock;
(iv) convertible debt instruments; and
(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

[__] it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

[__] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

[__] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

II.19 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

[] 3052.209-72 Organizational Conflicts of Interest.

[] 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

[] 3052.219-72 Evaluation of Prime Contractor Participation In the DHS Mentor Protégé Program.

(b) *Clauses.*

[] 3052.203-70 Instructions for Contractor Disclosure of Violations.

[] 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

[] 3052.204-71 Contractor Employee Access.

[] Alternate I

[] 3052.205-70 Advertisement, Publicizing Awards, and Releases.

[] 3052.209-73 Limitation on Future Contracting.

[] 3052.215-70 Key Personnel or Facilities.

[] 3052.216-71 Determination of Award Fee.

[] 3052.216-72 Performance Evaluation Plan.

[] 3052.216-73 Distribution of Award Fee.

[] 3052.219-70 Small Business Subcontracting Plan Reporting.

[] 3052.219-71 DHS Mentor Protégé Program.

[] 3052.228-70 Insurance.

[] 3052.236-70 Special Provisions for Work at Operating Airports.

[] 3052.242-72 Contracting Officer's Technical Representative.

[] 3052.247-70 F.o.B. Origin Information.

[] Alternate I

[] Alternate II

[] 3052.247-71 F.o.B. Origin Only.

[] 3052.247-72 F.o.B. Destination Only.

(End of clause)

II.20 CONTRACT TYPE (OCT 2008)

This is a Firm Fixed Price Purchase order.

[End of Clause]

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30*	1. REQUISITION NUMBER 0020080141	PAGE 1 OF PAGES 36

2. CONTRACT NO.	3. AWARD/EFF. DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	11/19/2014		HSBP1015Q0008	11/19/2014

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Gary Orr	Gary.Orr@dhs.gov	11/25/2014 12:00PM

9. ISSUED BY CODE 7014

DHS - Customs & Border Protection
CBP, Procurement Directorate
Intech Two, Suite 100
6650 Telecom Drive
Indianapolis IN 46278

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

☒ SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ HUBZONE SMALL BUSINESS
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ 8(A)

NAICS: 713990
SIZE STANDARD: $07.5 MILLION

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

DELIVERY DATE 11/25/2014

See Attached Delivery Schedule

16. ADMINISTERED BY CODE

DHS - Customs & Border Protection
CBP, Procurement Directorate
Intech Two, Suite 100
6650 Telecom Drive
Indianapolis IN 46278

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

DHS - Customs & Border Protection
Commercial Accounts Sect.

6650 Telecom Drive, Suite 100
Indianapolis IN 46278

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
10	Fire Range	1.000	AU		
20	Fire Range	1.000	AU		

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt Use Only)* $0.00

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*
Paul Vitno, SPA

30c. DATE SIGNED
11/24/14

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
Denise Jenkins-Williams

31c. DATE SIGNED

Price Quote Form for

Customs and Border Protection
Firing Range

Please provide your price in the table below for 2015 (Jan 01 – Sept 31). If your pricing structure for some items is different than that shown in the table, please explain your pricing for those items on attached sheets if necessary.

Company name: Miami-Dade County – Trail Glades Range Phone: 305-829-8456 x 229

Person preparing quote: Paul Vitro Date: 11-24-2014

Email: pvitro@miamidade.gov

Signature: Fax: 305-829-8457

DUNS #: 11-427-6590 Tax ID: 59-6000573

	Main Range per hour	Tactical Range per hour
01/01/15 - 09/30/15	$ 100	$ 60
10/01/15 - 09/30/16	$ 100	$ 60
10/01/16 - 09/30/17	$ 103	$ 62
10/01/17 - 09/30/18	$ 106	$ 64
10/01/18 - 09/30/19	$ 109	$ 66

Miami-Dade County – Trail Glades Range
Additional Bid Terms
Solicitation # HSBP1015Q0008

1. CBP agrees to contract with Trail Glades Range (TGR) for a minimum of 128 hours each month during the contract period. Additional hours beyond 128 will be based upon availability and will be invoiced at the current contract rate.

2. If TGR is closed for Hurricane damage, fire, environmental mitigation or any other related suspension of services to CBP, CBP will be exempt from payment during the period of time that TGR is inoperable.

3. TGR's general operating hours for the public are Monday, Tuesday, Thursday and Friday from 1PM to 8:30PM and Wednesday, Saturday and Sunday from 9AM to 5:30 PM. CBPs use of the facility shall not interfere with the general operation to the public.

4. TGR reserves the right to operate the Main Range during CBP's use of the Tactical Range and the Trap and Skeet Fields during CBP's use of the Main Range.

5. CBP will keep main roadway access gate closed and locked when they are the sole entity utilizing the facility.

6. CBP will supply its own ammunition, paper targets, cardboard backing and wooden frames and legs for their training sessions.

7. CBP will supply TGR a letter confirming their self insurance status.

Miami-Dade County – Trail Glades Range
Past Performance
Solicitation # HSBP1015Q0008

Project Name: Firing Range Services and Facilities Access for Customs and Border Protection

Date of Contract: 5/3/2010

Type of Contract: Blanket Purchase Agreement

Dollar Value of Contract: $460,488.18

Period of Performance: 4/1/10 to 9/30/14

Description of services provided: Firing range services and facilities access in support of the Bureau of Customs and Border Protection, Field Operations Miami agents requiring firearms qualification. This includes but not limited to: Main range of 50 yds that can accommodate up to 40 shooters at one time; tactical range that can accommodate up to 9 shooters at one time; 100 yard range to accommodate rifle shooters; classroom facility to accommodate officers; separate are to provide non-lethal force training, ample parking for CBP personnel and men and women's restroom facilities.

Name, Email and telephone numbers for points of contact:

Contracting/Ordering Officer: Robert Abood
Contracting Officer Representative: Brice Winston
brice.winston@dhs.gov
202-344-3645
Mission Support Specialist: Beth Santana
Beth.Santana@cbp.dhs.gov
786-476-3139

Relevance to the current requirement: The requirements of this fulfilled contract are nearly identical to the requirements in this solicitation for range services, facilities and access in support of CBP's required weapons training and qualifications initiatives. Completion of this contract indicates that Trail Glades Range has the capacity and proven history to fulfill the requirements of this solicitation.