REQUEST FOR QUOTE (RFQ) NUMBER FTU0003679

DUTY/TACTICAL HOLSTERS & MAGAZINE POUCHES

The Federal Bureau of Investigation (FBI) is issuing a competitive RFQ to solicit quotes for: 1) a concealable duty holster with retention for the Glock 19M, 9mm, handgun; 2) a concealable duty holster without retention for the Glock 19, 9mm, handgun; 3) a concealable duty holster with retention for the Glock 17M, 9mm handgun; 4) a concealable duty holster without retention for the Glock 17M, 9mm, handgun; 5) an overt tactical holster with retention for the Glock 19M, 9mm handgun: 6) an overt tactical holster with retention for the Glock 17M, 9mm, handgun; 7) a single magazine pouch for the Glock 19M handgun, a single magazine pouch for a Glock 17M, 9mm, handgun; 8) a double over the belt magazine pouch for the Glock 19M, 9mm, handgun; and 9) a double over the belt magazine pouch for the Glock 19M handgun.

This solicitation is prepared in accordance with FAR Subparts 12 & 13, as supplemented with additional information included in this notice. The North American Industry Classification System (NAICS) code is 332994, Small Arms, Ordnance and Ordnance Accessories Manufacturing, with a small business size standard of 1,000 employees or less.

DESCRIPTION OF THE REQUIREMENTS:

The Contractor shall provide all Operational Firearms Equipment (OFE) in accordance with the attached specifications [see Attachment] throughout the life of the contract. OFE, for the purpose of this RFQ, is defined as a concealable duty holster with retention, concealable duty holster without retention, an overt tactical holster with retention, a concealable single magazine pouch, and a concealable double magazine pouch for the FBI approved Glock 19M and Glock 17M, 9mm handguns.

TYPE OF CONTRACT AND ORDER LIMITATIONS:

The contract will be structured as a Firm-Fixed Price, Indefinite-Delivery/Indefinite-Quantity (ID/IQ) type contract with a base year with four (4) option year periods. The ordering period will be from the effective date of award through sixty (60) months. Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contractor shall not be required to make any deliveries under this contract after twelve months from the expiration of the ordering period.

Delivery 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 specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum," hereby established as **$4,500,000.00** over the life of the contract. The

Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum," hereby established as **$5,000.00** over the life of the contract.

The Government shall not be required to purchase from the Contractor any additional quantities after the initial guaranteed minimum. The obligation of funds and specific quantities will be ordered through individual delivery orders or the Government Purchase Card Program.

In response to this RFQ, the Government reserves the right to make multiple awards.

Offerors are permitted to bid on one (1) contract line item number (CLIN) or multiple contract line item numbers (CLINs).

SUBMISSION OF QUOTES AND SAMPLES:

The Contractor shall submit a quote that provides full, accurate and complete information in order to facilitate a thorough and timely evaluation.

The quoted price shall consist of the actual offer to enter into a contract to deliver the desired items for a sixty month period of performance. Refer to Attachment, Schedule of Supplies.

The offer shall submit the following samples at NO-COST to the Government:

Samples

The Contractor shall supply the following holsters and magazine pouches which item the vendor intends to bid on within the RFQ:

Holsters

Five (5) shall be right hand duty/concealable holsters with retention for the Glock 19M, 9mm, handgun
One (1) shall be left hand duty/concealable holsters with retention for the Glock 19M, 9mm, handgun

Five (5) shall be right hand duty/concealable holsters with retention for the Glock 17M, 9mm, handgun
One (1) shall be left hand duty/concealable holsters with retention for the Glock 17M, 9mm, handgun

Five (5) shall be right hand duty/concealable holsters without retention for the Glock 19M, 9mm, handgun

One (1) shall be left hand duty/concealable holsters without retention for the Glock 19M, 9mm, handgun

Five (5) shall be right hand duty/concealable holsters without retention for the Glock 17M, 9mm, handgun
One (1) shall be left hand duty/concealable holsters without retention for the Glock 17M, 9mm, handgun

Five (5) shall be right hand tactical holsters with retention for the Glock 19M, 9mm, handgun
One (1) shall be left hand tactical holsters with retention for the Glock 19M, 9mm, handgun

Five (5) shall be right hand tactical holsters with retention for the Glock 17M, 9mm, handgun
One (1) shall be left hand tactical holsters with retention for the Glock 17M, 9mm, handgun

Magazine Pouches

Five (5) shall be duty/concealable single magazine pouches for the Glock 19M, 9mm, handgun

Five (5) shall be duty/concealable single magazine pouches for the Glock 17M, 9mm, handgun

Five (5) shall be duty/concealable double magazine pouches for the Glock 19M, 9mm, handgun

Five (5) shall be duty/concealable double magazine pouches for the Glock 17M, 9mm, handgun

Note: The holsters and magazine pouches that fail the technical evaluation will be returned to the offers.

RFQ DUE DATE/TIME:

The Technical Minimum Requirements and the Price Quote must be submitted so as to be received by the Contracting Officer no later than 4:00 PM (EST) on August 28th, 2020. Faxed quotes will not be accepted. A signed original of the Technical Minimum Requirements (plus one copy) and Price Quote of the RFQ Package shall be shipped to:

Federal Bureau of Investigation
ATTN: Mr. Bryan Lane (Contracting Officer)
2501 Investigation Parkway, Room 1254
Quantico, Virginia, 22135

The Samples shall be submitted to the FBI's Technical Evaluation Board (TEB) by 4:00 P.M. (EST) on August 28th, 2020. The Samples shall be shipped to:

Federal Bureau of Investigation
Firearms Training Unit
ATTN: Mr. Russell Brown
"*RFQ No. FTU0003679*"
1 Range Road
Quantico, Virginia, 22135

INQUIRIES:

All inquiries regarding this solicitation shall be directed to:

Mr. Bryan Lane, Contracting Officer

bvlane@fbi.gov

EVALUATION OF QUOTES:

The Government will make award to the Offeror whose quote conforms to the solicitation and is considered most advantageous to the Government. Any requested documentation and/or samples that are not included with the original submission may disqualify the quote from further consideration.

The Government reserves the right to make no award at all if determined to be in the best interest of the Government, and may disqualify any quote that takes exception to any part of this solicitation.

Only offerors registered on www.sam.gov will be considered for award.

The Government will evaluate quotes for award purposes by assessing, [in descending order of importance], (a) the Technical Minimum Requirements; (b) the characteristics of the submission (including weight, thickness and ballistic resistance); (c) User Assessment; and (d) Price Quote.

SCHEDULE OF SUPPLIES

MONTHS 1 - 12 (Base Year)

MODEL#	Description	Price (Each)
	Duty/Concealable holster with retention for Glock 19M handgun	
	Duty/Concealable holster with retention for Glock 17M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 17M handgun	
	Tactical Light bearing holster with retention for Glock 19M handgun	
	Tactical Light bearing holster with retention for Glock 17M handgun	
	Single Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Single Magazine Pouch for Glock 17M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 17M handgun	

MONTHS 13 – 24 (Option Year)

MODEL#	Description	Price (Each)
	Duty/Concealable holster with retention for Glock 19M handgun	
	Duty/Concealable holster with retention for Glock 17M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 17M handgun	
	Tactical Light bearing holster with retention for Glock 19M handgun	
	Tactical Light bearing holster with retention for Glock 17M handgun	
	Single Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Single Magazine Pouch for Glock 17M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 17M handgun	

MONTHS 25 – 36 (Option Year)

MODEL#	Description	Price (Each)
	Duty/Concealable holster with retention for Glock 19M handgun	
	Duty/Concealable holster with retention for Glock 17M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 17M handgun	
	Tactical Light bearing holster with retention for Glock 19M handgun	
	Tactical Light bearing holster with retention for Glock 17M handgun	
	Single Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Single Magazine Pouch for Glock 17M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 17M handgun	

MONTHS 37 - 48 (Option Year)

MODEL#	Description	Price (Each)
	Duty/Concealable holster with retention for Glock 19M handgun	
	Duty/Concealable holster with retention for Glock 17M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 17M handgun	
	Tactical Light bearing holster with retention for Glock 19M handgun	
	Tactical Light bearing holster with retention for Glock 17M handgun	
	Single Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Single Magazine Pouch for Glock 17M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 17M handgun	

MONTHS 49 – 60 (Option Year)

MODEL#	Description	Price (Each)
	Duty/Concealable holster with retention for Glock 19M handgun	
	Duty/Concealable holster with retention for Glock 17M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 19M handgun	
	Duty/Concealable holster without retention for Glock 17M handgun	
	Tactical Light bearing holster with retention for Glock 19M handgun	
	Tactical Light bearing holster with retention for Glock 17M handgun	
	Single Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Single Magazine Pouch for Glock 17M handgun	
	Double Magazine Pouch for Glock 19M handgun	
	Double Magazine Pouch for Glock 17M handgun	

*** PRICING SHALL BE FOB DESTINATION ***

REPORTING REQUIREMENT

ANNUAL USAGE REPORT

The Contractor shall provide an annual usage report to both the CO and COR within 10 calendar days of the last day of each year, until the period of performance has expired or the maximum threshold has been reached, whichever comes first.

Reportable Years:
Months 1-12
Months 13-24
Months 25-36
Months 37-60

Report shall consist of:

- Contract Number and Delivery Order Number
- A running list of all "ACCEPTED" delivery orders (to include total amount and date of each order) for the year as well as a total combined dollar value of all orders during the year.

NOTE: "ACCEPTED" refers to an order that has been received during the quarter, regardless if the order shipped. When an order has been received/accepted by the Contractor, the maximum, not to exceed, contract value is impacted.

- Total dollar value of usage to date [current annual figure combined with previous years] under the contract

It is preferred that this information be provided using either Microsoft Access or Excel programs.

CONTRACT CLAUSES

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:

https://www.acquisition.gov/far/

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.204-13	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.212-4	REQUIREMENT TO INFORM EMPLOYEES OF CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS	MAY 2015
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statuses or Executive Orders – Commercial Items (MAY 2015)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

- (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 (Sept 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 (Oct 2015) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (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) [Reserved].
__ (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]

__ (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 (June 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 (Nov 2016) (15 U.S.C. 637(d) (2) and (3)).

__ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d) (4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Nov 2016) of 52.219-9.

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

__ (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. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a) (2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

_XX_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_XX_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

_XX_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_XX_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

_XX_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

_XX_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_XX_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

_XX_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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.)

__ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b) (35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

__ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

__ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c) (3) (A) (ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

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

__ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

__ (47) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (48)(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.

__ (49) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_XX_ (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (60)(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 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).

__ (5) 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).

__ (6) 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).

__ (7) 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).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 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 this paragraph (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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 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.

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

(xi)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e) (1) (xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 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.

(xxi) 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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, predesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the predesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Jul 2015). As prescribed in 12.301(b) (4) (ii), substitute the following paragraphs (d) (1) and (e) (1) for paragraphs (d) (1) and (e) (1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e) (1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 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.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

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

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 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.

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

(J) ___ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

___ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (Aug 2013).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) Executive Order 13658).

(O) 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.

(P) 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.

(End of clause)

2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAN 1985)

(a) An individual to be named after contract award is hereby designated to act as Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer (CO) shall issue such changes.

CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (MAY 2008)

During a Pandemic or other emergency, we understand that our contractor workforce will experience the same high levels of absenteeism as our Federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to Federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services during a pandemic influenza or other emergency situation.

The types of actions a Federal contractor should reasonably take to help ensure performance are:

· Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

· Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

· Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

· Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

· Establish communication processes to notify employees of activation of this plan.

· Integrate pandemic health crisis response expectations into telework agreements.

· With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

· Determine how all employees who may telework will communicate with one another and with management to accomplish work.

· Practice telework regularly to ensure effectiveness.

· Make it clear that in emergency situations, employees must performance all duties assigned by management, even if they are outside usual or customary duties.

· Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, the Contracting Officer's Technical Representative, via telephone or e-mail messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining continuity of operations.

The Department does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contracting support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Policy issuance "Emergency Acquisitions", dated May 2007 and Subpart 18.2, Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

(End of Clause)

DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with other contract provisions. The Government will, before disclosure, make an administrative determination on a case by case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the ACT. In making this

determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

(End of Clause)

GOVERNMENT RIGHTS IN DATA AND COPYRIGHTS

The government shall have unlimited rights, as delineated in the FAR clause Rights in data-special works (52.227-17) which is included in SECTION I by reference, to all documentation and other data developed by the Contractor under this contract.
The Contractor shall not duplicate or disclose in any manner, for any purpose whatsoever, or have or permit others to do so, any documentation or other data developed and/or obtained by the Contractor under this contract. Any publications, presentations and other release of information regarding this contract must be pre-approved by the Contracting Officer.

(End of Clause)

ACCESS TO FEDERAL BUREAU OF INVESTIGATION (FBI) LOCATIONS

Performance under this contract may require access to FBI locations to provide some service, product, or perform some other official function of interest to the FBI. Requirements, as identified below, including approval by the FBI's Security Division, must be satisfied prior to access. Contractors who will require escorted access, including short-term, intermittent, or infrequent access, to an FBI facility must complete an "Access of Non-FBI Personnel to FBI Facilities, Background Data Information Form," (FD-816), a "Privacy Act of 1974 Acknowledgment Form" (FD-484) and two Fingerprint Cards (FD-258). Completed forms should be provided to the assigned Contracting Officer's Representative (COR) at least 10 days prior to required access.

(End of Clause)

52.216-18 Ordering (OCT 1995)

(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 award through the conclusion of current performance period.

(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)

52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in a quantity of less than two holsters or magazine pouches, 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 $350,000.00;

(2) Please make higher

(3) A series of orders from the same ordering office within thirty (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 ten (10) 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)

52.216-22 Indefinite Quantity (OCT 1995)

(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 twelve months after the last day of the final period of performance. (End of Clause)

INCLUDE THIS COVER PAGE WITH QUOTE:

COMPANY NAME:_____

ADDRESS:_____

_____

TIN: _____

DUN: _____

POC: _____

PHONE: _____

EMAIL: _____

* *

Small Business yes / no

Woman-Owned yes / no

Veteran-Owned yes / no

Minority Owned yes / no

FSS Schedule Holder yes / no GSA#: _____

* *

Country of Product or Service Origin:

❒ USA

❒ Other: ____

Domestic or Foreign Entity:

❒ U.S. Owned Business

❒Other U.S. Entity

❒Foreign-Owned Business Incorporated in U.S. Other Foreign Entity

Place of Manufacture:

❒ Manufactured in U.S.

❒ Manufactured Outside U.S.

❍ Resale
❍ Trade Agreements
❍ Use outside the U.S.
❍ Performed or Mfg. in U.S. but services performed by a foreign concern or more than 50% foreign content
❍ Performed or Mfg. outside U.S.

* * * * * * * * * * * * * * * * * ** *

✓ WRITTEN QUOTE/PRICING

✓ SAMPLES

I certify the quality, durability, performance and reliability of the sample holsters and magazine pouches submitted in response to RFQ No. FTU0003679 is representative of future deliverables under a potential contract award.

____ ___________

PRINTED NAME / SIGNATURE DATE
INDIVIDUAL AUTHORIZED TO BIND THE COMPANY