

SECTION H – SPECIAL CONTRACT REQUIREMENTS

A. CHANGES TO THIS CONTRACT

The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor effects any such change at the direction of any person other than the CO, the change 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.

Contractual problems, of any nature, which might occur during the life of the contract must be handled in conformance with public laws and regulations and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the Contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO. Any request for contract changes/modification shall be submitted to the CO. **Conflicts, discrepancies or ambiguities brought to the attention of the CO AFTER award of contract WILL NOT be considered as a basis for a change in the work.**

B. CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS

Delivery vehicles are subject to search by Security Forces personnel. All tools, including assembly tools, must be secured within a toolbox in the trailer of the vehicle and should not be transported on base in the cab of the vehicle. All personnel accessing Shaw Air Force Base will be held to safety/security rules of engagement when entering and while on base. These rules include a ban on weapons to include firearms, loaded or otherwise, and the transport of any explosive material.

The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor- furnished, contractor identification badges while visiting or performing work on the installation.

The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate, to obtain a vehicle pass.

During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management citing the appropriate paragraphs as applicable.

Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

C. NATIONAL CRIME INFORMATION CENTER (NCIC) BACKGROUND CHECK

Contractor access to Air Force installations, all contract employees require a positive NCIC background check prior to being granted access to Shaw AFB in accordance with the installation security policy. To expedite this requirement, the contractor shall complete NCIC Data Memo for every employee proposed to perform work under this contract requiring physical access to Shaw AFB. All completed forms will be forwarded to the following POC no later than 4 business days prior to the contract start date:

AFSVC/VPCF
ATTN: Jamie Escalante
2261 Hughes Avenue, Suite #156
JBSA Lackland, TX 78236-9854
Email: jamie.escalante.1@us.af.mil

A memorandum shall be prepared for each follow-on/replacement employee who is not provided with the initial group of employee data. Each shall be provided no later than 4 business days prior to the proposed individuals start date.

If an individual is denied a base pass/access to the installation, the contractor is not prohibited from hiring that individual for work on this contract as long as the work entailed does not require the individual to have physical access to Shaw AFB or any of its facilities. Employees who refuse to complete the form will be denied access to the installation.

All illegal aliens are considered unauthorized individuals and will be barred from the base. Illegal aliens attempting entry or found on the installation (if incorrectly issued a pass) will be processed as an unauthorized individual and removed from the installation. In addition to notifying the contractor of the illegal alien, the Shaw AFB Security Forces will notify AF Office of Special Investigations, local police and the US Immigration and Customs Enforcement Office. Contractors are prohibited from hiring illegal aliens for work on a Government contract and the other Government agencies contacted upon discovery of the illegal may seek corrective and/or punitive actions pursuant to law against the hiring organization if violations occur.

The below list, which is to be verified every 30 days during contract performance, identifies reasons why an individual, if they are identified during the NCIC check, would be denied access to Shaw AFB:

Disqualifiers that would deny contract employee's entry/access to the installation or its facilities:

- U.S. Citizenship, immigration status, or Social Security Account Number cannot be verified.
- Wanted by federal or civil law enforcement authorities, regardless of offense or violation.
- Conviction of firearms or explosives violation within the past three years.
- Incarcerated for 12 months or longer within the past three years, regardless of offense or violation.
- Conviction of espionage, sabotage, treason or terrorism, murder, sexual assault, armed assault/robbery, rape, child molestation, drug possession with intent to sell, or drug distribution.
- Name appears on any federal agency's "watch list" or "hit list" for criminal behavior or terrorist activity.
- Any other criminal activity identified on the NCIC check that the Wing Commander determines to be so serious as to pose a possible threat to the safety and security of base personnel and facilities.

A 100% Base Pass check is required for all contractors (even if a passenger in an authorized vehicle) and contract vehicles entering the installation. Contractors are not authorized to bring guests or other contract employees onto the installation unless those individuals are personally in possession of a base pass or Government Identification card.

D. MOTOR VEHICLE OPERATION ON BASE

1. Contractor personnel are advised that seat belt usage is mandatory at all times on **Shaw AFB**. Installation Instruction - Security, Motor Vehicle Traffic Supervision states that failing to utilize seat belts or other restraints while moving will result in the issuance of a 7-day driving suspension and the individual's traffic history on respective AFB being assessed points for the first offense. Repeated offenses will result in the loss of on-base driving privileges and could have an adverse effect on your ability to perform your contract. Air Force Motor Traffic Supervision, prescribes that installation commanders must ensure drivers comply with state and local traffic laws

both on and off base. Accordingly, while on the Air Force facility, operators and passengers must wear restraints and may be ticketed by security personnel for failure to comply. In addition, the following administrative penalties, as a minimum, will be imposed on drivers who are cited for speeding 10 mph - 15 mph over base housing posted speed limits: the first offense will result in the issuance of a 7-day driving suspension and the individual's traffic history being assessed points.

2. Contractor personnel are advised that vehicle operators on a DoD installation and operators of Government owned vehicles will not use cell phones unless the vehicle is safely parked or unless they are using a hands-free device. The wearing of any other portable headphones, earphones, or other listening devices (except for hands-free cellular phones) while operating a motor vehicle is prohibited (DoD Joint Motor Vehicle Traffic Supervision Regulation, paragraph 4-2). Using a cell phone while driving, without a hands-free device will be considered a "primary offense", meaning that violators are subject to being stopped and ticketed solely for this offense and the individual's traffic history on **Shaw AFB** being assessed points for the first offense. Repeated offenses on will result in the loss of on-base driving privileges and could have an adverse effect on your ability to perform your contract.

E. PROGRESS SCHEDULE

- (1) The Contractor shall submit a completed AIA w/ SOV, AF Form 3065 and a MS Project Schedule for approval within **ten days** after effective date of the Notice to Proceed.
- (2) The Contractor shall submit a completed revised AF Form 3065 a MS Project Schedule for approval within **three days** after effective date of a modification if required or if requested by the Contracting Officer.
- (3) Progress payments shall not be made unless an approved AIA w/SOV, AF Form 3065 and updated MS Project Schedule is on file.
- (4) Should the contractor fail to submit a completed AF Form 3065, as stated in para. (1) & (2), the Contracting Officer may, at his/her option, suspend work at no cost to the Government, until a satisfactory AF Form 3065 is submitted.

F. WORK SCHEDULE

Working hours for the contractor will normally be between the hours of **7:00 A.M.** and **4:00 P.M.** local time, excluding Saturdays, Sundays, and Federal holidays (unless otherwise specified). If the contractor desires to work during periods other than above, additional Government inspection forces may be required. The contractor must notify the Contracting Officer (CO) **four days** in advance of this intention to work during other periods. This allows assignment of additional inspection forces when the CO determines that they are reasonably available. If such force is reasonably available, the CO may authorize the contractor to perform in excess of their normal duty hours/days solely for the benefit of the contractor, the actual cost of the inspection at overtime rates will be charged to the contractor. These adjustments to the contract price may be made periodically as directed by the CO.

LEGAL HOLIDAYS OBSERVED AT MILITARY INSTALLATIONS

New Year's Day		1 January
Martin Luther King's Birthday		Third Monday in January
President's Day		Third Monday in February
Memorial Day		Last Monday in May
Juneteenth		19 June
Independence Day		4 July
Labor Day		First Monday in September
Columbus Day		Second Monday in October
Veterans Day		11 November
Thanksgiving Day		Fourth Thursday in November

*Christmas Day		25 December
* The above marked Federal holidays which fall on Saturday or Sunday will be observed either on Friday or Monday.		

G. ADMINISTRATIVE AUTHORITY

(1) Following award, this contract will be administered by the Air Force Nonappropriated Fund Procurement Office (AFNAFPO). The following address and telephone number of the Contracting Officer are as follows:

AFSVC/VPCF
2261 Hughes Avenue, Suite #156
JBSA Lackland, TX 78236-9854

Contracting Officer: Rebecca Atkins
Email Address: Rebecca.Atkins.1@us.af.mil

Contract Specialist: Jamie Escalante
Email Address: jamie.escalante.1@us.af.mil

(2) All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the CO.

H. REQUIRED INSURANCE

The Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

(1) Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

I. BONDS

Performance and Payment Bonds. Within **five days** after award, the contractor shall furnish two bonds executed on the required forms, each with good and sufficient surety or sureties acceptable to the Government; namely a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds shall be as follows:

(a) Performance Bond: The penal amount of performance bonds must equal:

(1) 100 percent of the original contract price; and

(2) If the contract price increases, an additional amount equal to 100 percent of the

increase.

(b) Payment Bond: The amount of the payment bond must equal:

- (1) 100 percent of the original contract price; and
- (2) If the contractor price increases, and additional amount equal to 100 percent of the increase.
- (3) The amount of the payment bond must be no less than the amount of the performance bond.
- (4) Any bonds required will be furnished by the Contractor to the Government prior to commencement of contract performance.

Corporate sureties offered for bonds furnished with contracts performed in the United States or in outlying areas must appear on the list contained in the Department of Treasury Circular 570. The sureties list can be found at: <http://www.fms.treas.gov/c570/c570.html#certified>

J. ENVIRONMENTAL COMPLIANCE

In addition to the clauses included in this contract,

- (1) Contractor warrants that it is familiar with all local, county, state and Federal environmental regulations.
- (2) Contractor agrees to perform all required training and notifications concerning hazardous waste or materials related to contractor's activities and maintain an on-site listing of employees so trained.
- (3) Contractor agrees to properly manage all hazardous waste and materials related to contractor's activities.
- (4) Contractor agrees that it shall reimburse the Government for any penalties assessed against the Government by any Environmental Regulatory Agency for environmental violations related to Contractor activities
- (5) Contractor agrees to include this provision in each subcontract.

L. ANTI-TERRORISM INFORMATION AND CONSIDERATIONS

1. Base Entry: All contractor vehicles will enter through the Primary entry point and have a proper vehicle search conducted. Exceptions to this policy will be coordinated through the Contracting Officer and appropriate Security Forces personnel.
2. Areas Off Limits: The restricted areas are off limits unless given specific permission, an escort, or work is to be performed in the area. Travel to and from the worksite will be made by the most direct route possible.
3. Force Protection Conditions (FPCONS): FPCONS describe the progressive level of countermeasures in response to a terrorist threat to US military facilities and personnel. Force Protection Condition measures are used to deter terrorist attacks on DoD facilities and personnel by:

- (1) Varying routines.

(2) Being sensitive to changes in the security atmosphere around DoD facilities and personnel.

The five FPCONS are defined as the following:

(1) Normal: This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture

(2) Alpha: This condition applies when a general threat of possible terrorist activity against personnel and facilities, the nature and extent of which are unpredictable.

(3) Bravo: This condition applies when an increased and more predictable threat of terrorist activity exists

(4) Charlie: This condition applies when an incident occurs or intelligence is received indicating some form of terrorist action or targeting against personnel or facilities is likely.

(5) Delta: This condition applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent.

Contractors may be asked to leave the base or not be allowed to enter the base when in elevated FPCONS.

For further information concerning FPCONS, contact the contracting administrator or Contracting Officer for additional guidance.

4. Contractors identified as mission essential, have been briefed on additional duties and responsibilities associated with increased FPCONS.

5. Suspicious Activities/Stolen Equipment: Please report any suspicious activity or stolen equipment to base Law Enforcement.

6. Searches/Spot Checks: During increased Random Force Protection Measures (RAMs) contractors and their equipment are subject to search via RAMs at any time. Spot checks may also be conducted due to RAMs.

7. Identification: Contractor personnel must keep base issued identification on their person while working on base.

M. SALES TAX

Shaw Air Force Base is exempt from paying state and local taxes on purchases that it makes per the United States Constitution.

N. DAVISBACON

The following Wage determinations are incorporated into this RFP and will be provided as an attachment.

General Decision Number: **SC20240030 01/03/2024**

The Department of Labor (DOL) Wage Determinations shall be considered incorporated upon award.

O. CLAUSES AND PROVISIONS

Clauses and provisions from the NAFI thereto are incorporated in the document by reference and full text. Those

incorporated by reference have the same force and effect as if they were given in full text.

Clauses and provisions in the document will be numbered in sequence, but not necessarily appear in consecutive order.