

REQUEST FOR PROPOSALS

Amendment # 1

ISSUED: JUNE 1, 2022

RFP NUMBER: SRC0000004310

The State of Ohio, Adjutant General's Department is requesting proposals for:

Anti-Terrorism/Force Protection Program Management

Attached are page(s) 2, 9, 15, 16, 18, 19, 21, and 26 to this Request for Proposal (RFP). Remove the corresponding page(s) from the existing RFP and replace with the attached. Page 20 is deleted as it contains a duplicated paragraph.

Reason for Addendum. This addendum is issued to correct funding disclosed in paragraph 3 of the **PURPOSE** section on page 2, to remove a reference to an old contract number from the **COST SUMMARY FORM** section on page 9, to update the link to the Equal Employment Opportunity Office on page 15, to remove a reference to an attachment not in use on page 16 and 18, to update the link for affirmative action on page 19, to correct funding information under **APPROPRIATION OF FUNDS** on page 21, to correct the contract term disclosed on page 26, and to correct a few minor grammatical errors.

Proposal Due Date and Time: June 8, 2022 (06/08/2022) by 5PM

PART 1: EXECUTIVE SUMMARY

PURPOSE

This is a Request for Competitive Sealed Proposals (herein referred to as RFP). This RFP is issued utilizing the procedures set forth in Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The State of Ohio, Adjutant General's Department (herein referred to as ADJ) is soliciting competitive sealed proposals (herein referred to as Proposals) for Anti-Terrorism/Force Protection Program Management (herein referred to as AT/FP) and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State may enter into a contract (herein referred to as the Contract) to have the selected Offeror (herein referred to as the Contractor) perform all or part of the work as described in the Scope of Work (herein referred to as SOW) section provided in this RFP. This RFP provides details on what is required to submit a Proposal for the work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing said work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through June 30, 2024. The State may solely renew this Contract at the discretion of ADJ for a period of one month. Any further renewals will be by mutual agreement between the Contractor and ADJ for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the ADJ. This RFP implements the funding requirements set upon the State by the National Guard Bureau and its Cooperative Agreement with the State of Ohio (NGR 5-1). ADJ may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ADJ.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in ADJ refusing to consider the Proposal of the Offeror.

OBJECTIVE

The AT/FP program ensures the protection of all Ohio National Guard units through the development, coordination and implementation of policies and procedures. The ADJ is seeking a contractor who can provide AT/FP consultant services specific to that endeavor. The awarded contractor will provide a qualified, experienced employee to execute the required tasks as outlined in this RFP.

CALENDAR OF EVENTS

The schedule for the Project is given below and is subject to change. ADJ may change this schedule at any time. If ADJ changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an amendment to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, ADJ will make scheduled changes through the RFP amendment process. ADJ will make changes in the Project schedule after the Contract award through the change order process. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

RFP Issued: May 25, 2022 (05/25/2022)

Inquiry Period Begins: May 25, 2022 (05/25/2022)

Inquiry Period Ends: June 6, 2022 (06/06/2022)

Proposal Due Date and Time: June 8, 2022 (06/08/2022) by 5PM

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due. Proposals received after 5:00 p.m. on the due date will not be evaluated.

STATE OF OHIO ONLINE PURCHASING SOLUTION. OhioBuys provides the primary platform for Supplier partners to

PART 4: COST PROPOSAL EVALUATION

ADJ will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

Scenario for calculating cost points, where Maximum Allowable Cost Points Value = 60 points:

Where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

COST SUMMARY FORM

Anti-Terrorism/Force Protection Management Services

THIS FORM SHALL BE INCLUDED AS PART OF THE SUBMITTED PROPOSAL

Description	Unit of Measure	Cost
Provide the services of one Anti-Terrorism/Force Protection Coordinator to include all Scope of Work Requirements contained herein. Cost shall be given as a monthly rate. Rate equals the hourly rate multiplied by the hours worked in a given month. The monthly rate shall include the cost of a cell phone.		
Travel – Travel will be reimbursable to the Offeror. Reimbursement will be at rates in compliance with the State of Ohio Travel Rules.		
Total Cost:		

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: + Cost Score: = Total Score:

Anti-Terrorism/Force Protection Program Management

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying ADJ of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.
- m. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office. (Follow instructions found here.) Provide a statement that the Offeror has been approved through this affirmative action program.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:

- 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
- 2) A foreign corporation, not incorporated under the laws of the State of Ohio but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the State of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio

Secretary of State. The Offeror's Charter Number

is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

- 2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from ADJ.

(Insert Company name) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary

data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the State of Ohio, the Agency, and the Adjutant General's Office. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, and the ADJ.

(Insert Company name) affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company name)* with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name)*.

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the State of Ohio and ADJ for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

If the Offeror qualifies as a Veteran Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the certification must also contain the following sentence:

(Insert Company name) affirms that they are certified as a Veteran Friendly Business Enterprise as defined by Ohio Revised Code 9.318 and Ohio Administrative Code 123:5-1-01(KK).

3. Signed Contracts. The Offeror must provide one (1) originally signed, blue ink copy of the included Contract. Offeror must complete, sign and date both copies of the Contract (Provided after award).
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project.

The Offeror must document previous experience and expertise by providing a history of contract performance for the past five (5) years to include contracts terminated by default or cause, and the assessment of any penalties under any of its existing or past contracts. Details of the similarities must be included for each project.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully established and maintained AT/FP services that were similar in their nature, size, and scope as the work herein described. These references must relate to work that was completed within the past five (5) years.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee

year.

Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

- e. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates.
- f. Required Experience and Qualifications. This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

- 8. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in PART 5: SCOPE OF WORK. Describe the methodologies, processes, and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

- 9. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
 - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.
 - b. Assistance from State staff and the experience/qualification level required; and
 - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

10. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
11. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
12. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the Special Terms & Conditions, Part 8. The policy may be written on an occurrence or claims made basis.
13. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
14. W-9 Form and Supplier Registration. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form. At least one (1) original (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of this form. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies. In addition, the Offeror must be registered as a supplier with the State through the Supplier Portal. Registration can be completed or confirmed at: <https://supplier.ohio.gov>
15. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<https://development.ohio.gov/business/construction-compliance/affirmative-action-program#AffirmativeActionProgramVerificationGoodsandServices>

Approved Affirmative Action Plans can be found by going to the Minority Business Development Division (MBDD) Web site:

<https://eodreporting.oit.ohio.gov/affirmative-action>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the MBDD office.

16. Offshore Services. The Contractor must complete the Contractor/Subcontractor [Affirmation and Disclosure](#) form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.
17. Cost Summary Form. The Cost Summary Form (PART 4: COST PROPOSAL EVALUATION) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price for the Market Basket and Market Basket PRIDE items and a firm fixed discount rate for the catalog. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the initial term of the contract. No price change shall be effective without prior written consent from ADJ.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP. This information should not be included in the Technical Proposal. The State shall not be liable for any costs the Offeror does not identify in its Proposal.

18. Preference Certification Statements. Offerors claiming preference for Domestic Source End Products, the Ohio (Buy Ohio) preference, and/or Veteran Friendly Business Enterprise (VBE) must complete the [Preference Certification Statements](#) form.

PART 7: STANDARD TERMS AND CONDITIONS

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS The Adjutant General's funds for this project are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the ADJ under this Contract, the ADJ will be released from its obligations on the date funding expires. The current General Assembly cannot commit a future General Assembly to an expenditure; therefore, this Contract will automatically expire at the end of the current applicable biennium. The ADJ may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the ADJ of the decision to do so. Furthermore, funding for this project is also dependent on the availability of cooperative agreements through the National Guard Bureau, Office of Grants and Cooperative Agreements, NGB-PARC-A, utilizing NGR 5-1. If at any time these funds are no longer available, the ADJ will be released from its obligations on the date funding ceases.
- B. OBM CERTIFICATION None of the rights, duties, or obligations in this Contract will be binding on the ADJ, and the Contractor will not begin its performance, until all the following conditions have been met:
1. All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met.
 2. All necessary funds are made available by the ADJ.
 3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
 4. If the ADJ is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION/ SUSPENSION

1. Contract Termination. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the ADJ may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the ADJ.
 - a. Termination for Default. If Contractor's default is unable to be cured in a reasonable time, the ADJ may terminate the Contract by written notice to the Contractor.
 - b. Termination for Unremedied Default. If Contractor's default may be cured within a reasonable time, the ADJ will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the ADJ may terminate the Contract. If the ADJ does not give timely notice of a default to Contractor, the State has not waived any of the ADJ's rights or remedies concerning the default.
 - c. Termination for Persistent Default. The ADJ may terminate this Contract by written notice to Contractor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the ADJ has notified Contractor of its third default, the ADJ may terminate this Contract without providing Contractor with an opportunity to cure if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in anyway.
 - d. Termination for Endangered Performance. The ADJ may terminate this Contract by written notice to the Contractor if the ADJ determines that the performance of the Contract is endangered through no fault of the ADJ.
 - e. Termination for Financial Instability. The ADJ may terminate this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. Termination for Delinquency, Violation of Law. The ADJ may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal,

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances:

II. PARTIES TO THE CONTRACT:

- A. INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents; and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits, unemployment compensation contributions, and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

III. GENERAL PROVISIONS:

- A. CONTRACT TERM: This contract is in effect from the award date through June 30, 2024.
- B. CONTRACT RENEWAL: This Contract may be renewed solely at the discretion of the ADJ, for a period of four (4) additional years at one (1) year increments. The decision to renew this contract shall be based on mutual agreement following the negotiation of prices.
- C. OHIO ETHICS: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.
- D. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.

IV. SPECIAL PROVISIONS:

- A. LOBBYING: The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, or a Member of Congress, in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the CONTRACTOR/VENDOR covenants and agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
- B. ENVIRONMENTAL STANDARDS: The Contractor agrees that its performance under this contract shall comply with the requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State or Local environmental regulation. The Contractor shall ensure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15.5 without the concurrence of the ADJ and NGB. The Contractor shall notify the ADJ of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.