

Department of Homeland Security
Federal Law Enforcement Training Centers

Division

VENDOR DEMONSTRATION, TEST & EVALUATION, AND DISPLAY AGREEMENT

_____, hereinafter referred to as the "vendor," is authorized to conduct a demonstration and/or product display of materials as herein described, and subject to terms of this agreement, for authorized personnel of the Federal Law Enforcement Training Centers (FLETC), hereinafter referred to as the "Government."

DEMONSTRATION, TEST & EVALUATION*, AND/OR PRODUCT DISPLAY: (DESCRIBE)

LOCATION:

DATE(S) AND DURATION OF DEMONSTRATION, TEST & EVALUATION*, OR DISPLAY:

_____ less than 1 month _____ 1 – 6 months _____ 6 months or greater
(For 6 months or greater, contact the Property Management Division for instructions.)

The parties to this document agree as follows:

1. The contracting officer is the duly authorized representative of the Government for purpose of this agreement.
2. Vendor demonstrations, products for test & evaluation*, and product displays are conducted for the sole purpose of demonstrating the capability of a particular item(s), and not for fulfilling mission requirements for an interim time frame. The examination and demonstration of item(s) or service(s) will in no way, expressed or implied, obligate the Government to purchase, rent, or otherwise acquire the item(s) or service(s) demonstrated.
3. Normally, vendors will have sole responsibility for furnishing all supplies, equipment, etc., necessary to accomplish the demonstration/test & evaluation*. On occasion, it may be desirable for the Government to furnish certain supplies and/or equipment from Government assets to support vendor demonstrations. These supplies and/or equipment will not be furnished unless approved by proper Government authority. The vendor agrees to repair, replace or fully reimburse the Government for any damage or loss incurred while those supplies and/or equipment are in his/her possession or use. Manufacture, transportation, maintenance, demonstration, and test & evaluation* item(s) are accomplished without cost to the Government.
4. In the event the Government agrees to provide any Government-owned supplies for use by the vendor, the following statement becomes part of the agreement:

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GOVERNMENT-FURNISHED PROPERTY

- a. The Government will deliver to the vendor, for use only in connection with the agreement, the property described below (hereinafter referred to as "Government-Furnished Property").
- b. Title to Government-Furnished Property shall remain in the Government. The vendor shall maintain adequate control of Government-Furnished Property in accordance with sound practice.
- c. Unless otherwise provided in this agreement, the vendor, upon delivery of any Government-Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage hereto, and any property consumed in the performance of this agreement, is reimbursable to the Government.
- d. Description (nomenclature, including serial number, if applicable):

Current Market Value:

5. Demonstrations are conducted by an authorized representative of the vendor furnishing the item(s) for demonstration. Government personnel will not demonstrate nor endorse the vendor's product.
6. The Government will exercise due care in handling item(s) on demonstration or for test & evaluation*. The Government assumes no cost or obligation, expressed or implied, for damage, destruction of, or loss of such equipment, or for damage or injuries resulting from the submission of the Government of defective item(s) for demonstration/test & evaluation*.
7. The vendor will not file any claim against the Government or otherwise seek compensation for any information or services provided.
8. The vendor agrees that the demonstration or test & evaluation* will not be used by the vendor to imply or suggest that the Government endorses its products.
9. The United States Government, and the Department of Homeland Security, are not bound, nor are their agencies obligated to follow any recommendations of the vendor. The United States Government is not bound, nor is it obligated, in any way, to give any special consideration to the vendor on future contracts.
10. The United States Government does not, by entering into this agreement, agree to purchase now or at any time in the future, the products sold by this vendor.
11. Executive branch employees are subject to restrictions on the gifts that they may accept from sources outside the Government. Generally, they may not accept gifts that are given because of their official positions or that come from certain interested sources ("prohibited sources"). Any and all gifts that the vendor intends to distribute must be listed below along with the fair market value of the item (if none, write "none").
12. If the vendor intends to offer discounts or similar benefits on their product or service to attendees of the Vendor Demonstration, the conditions of the discount must be listed below along with the extent to which the opportunity is available to members of the public, all Government employees, or those possessing certain professional qualifications (if none, write "none").

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- 13. The vendor will not ask the FLETC or any individual attendee to sign a hold harmless or indemnification agreement of those participating or attending the vendor demonstration. If the vendor believes that attendees must individually sign any such agreement or waiver, the document must be provided for Chief Counsel's review along with this Vendor Demonstration Agreement (if none, write "none").
- 14. All vendors requesting access to the FLETC must obtain the appropriate FLETC identification badge/card, which is to be worn visibly on the outside clothing between the neck and waist displaying the photograph side of the identification badge at all times while on the premises. All U.S. citizens must submit a completed SEM-17 Badge application at least 5 business days prior to the scheduled demonstration. All foreign nationals, who are not lawful permanent residents, must submit a completed SEM-17; to include the page 3 addendum and all requested documentation, at least 30 business days prior to the scheduled demonstration.

VENDOR:	_____	
	(Type or print name of Company)	
BY:	_____	DATE: _____
	(Signature)	

	(Type or print name and title of signatory)	

* Test & evaluation property is subject to FLETC OAM Bulletin #B-1. This property must be placed on "special inventory file."

APPROVED BY:	_____	DATE: _____
	(Signature)	
	_____ [Name]	
	Chief, _____	Division
	(Type or print name and division information)	

APPROVED BY:	_____	DATE: _____
	(Signature)	

	(Type or print name of Contracting Officer)	
APPROVED BY:	_____	DATE: _____
	(Signature)	

	(Type or print name of Chief Counsel Representative)	