

C - Description/Specifications

C.1 Performance Work Statement

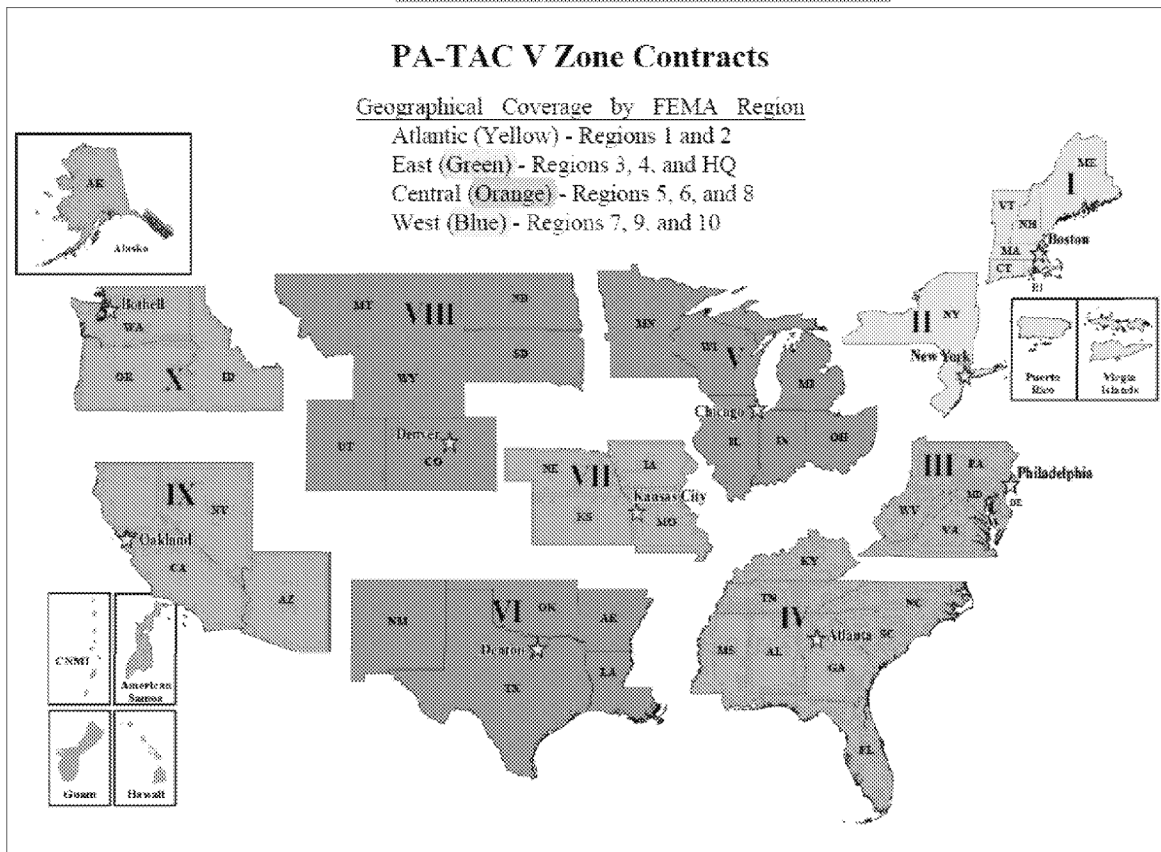
Part 1 General Information

1.1 Introduction

FEMA is seeking the procurement of Advisory and Assistance Services (A&AS) Contracts for professional and non-professional services as a follow-on to the Public Assistance – Technical Assistance Contract (PA-TAC) IV, which is scheduled to expire on January 26, 2024. The Government will establish four (4) geographic zones and seeks to award on a competitive basis one Indefinite Delivery/Indefinite Quantity (IDIQ) contract for each respective zone. The goal of this contract is to acquire qualified contractor personnel with the technical skills necessary to supplement FEMA's Public Assistance (PA) activities in major disasters and emergencies.

The geographic zones are as follows:

<i>Zone</i>	<i>FEMA Regions</i>
Atlantic	FEMA Regions 1 and 2
East	FEMA Regions 3, 4, & HQ
Central	FEMA Regions 5, 6, and 8
West	FEMA Regions 7, 9, and 10



1.2 Background Information

FEMA's mission is helping people before, during, and after disasters. FEMA's goal is to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards. Within FEMA, the Office of Response and Recovery (ORR) provides guidance, leadership, and oversight to build, sustain, and improve the coordination and delivery of support to citizens and State, local, Tribal and Territorial governments to save lives, reduce suffering, protect property, and recover from all hazards to include climate change. As part of ORR, the Recovery Directorate provides assistance to communities overwhelmed by acts of terrorism, natural disasters, or other emergencies.

The Recovery Directorate's Public Assistance (PA) Division has the specific mission of providing assistance to applicants (i.e., State, Tribal and local governments) and certain types of Private Nonprofit (PNP) organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President. This also includes climate adaptation efforts that incorporate current and future risks which help reduce the effects of climate driven disasters on our nation's communities. In support of PA's mission, the contractor shall provide qualified personnel to support FEMA PA services.

1.3 Scope

The Government will award four (4) IDIQ contracts that can successfully and expeditiously supplement PA activities following Presidentially declared disasters. The Government seeks vendors who are adaptive, flexible, and can provide innovative solutions to ensure long-term contract success in response to emergent conditions.

In support of PA's mission, the contractor shall provide qualified technical personnel to assist FEMA with delivering the PA Program in a timely, efficient, effective, and consistent manner. The primary contractor support services required is anticipated to be:

- Site Inspection (SI) support*
- Field Technical support
- Program Delivery Manager (PDMG) support*
- Technical support in the development/updating of equipment rates
- Technical support for the PA Community Disaster Loan (CDL) Program
- PA Appeals, Audits and Arbitration support
- PA Program Analysis and Support
- Cost Estimating Format (CEF) support
- Additional technical support service areas as identified at the Task Order level to include, but not limited to, Program Design, Training, Mitigation, and Environmental and Historic Preservation (EHP).

*The associated position assists for each area of support may be found in *Attachment 1 – Labor Category Qualifications*. There may be several labor categories that may be requested to support these positions.

FEMA Headquarters (HQ) also requires technical assistance for national-level PA mission support tasks, such as training, planning, project management, updating equipment rates, and providing services that involve or relate to analyses, feasibility studies, and strategy options to be used by FEMA personnel. This includes supporting the Community Disaster Loan program.

1.4 Performance Objectives

The contractor shall perform to the standards in the contract. All deliverables must comply with the standards listed in the documents and resources listed in Table 1 – PA Documents & Resources.

The Contractor shall provide qualified personnel with the requisite qualifications necessary to fulfil the requirements of this contract. Requisite qualifications (*Attachment 1 – Labor Category Qualifications*) include the demonstrated experience and skills necessary for the contractor personnel to perform all PA-related tasks, including competences in ancillary writing and technology-related skills (e.g., grammar and spelling skills, FEMA Grants Manager training, inspection photography, etc.). The PWS requires the Contractor to perform at a level necessary to successfully achieve the following performance objectives:

1.4.1 Startup Tasks – The contractor shall as part of their Startup Tasks:

- a. Identify Key Personnel (Program Manager and Deputy Program Manager);
- b. Roster the minimum number of qualified, skilled Labor Categories identified in the PWS;
- c. Submit Personnel Security documentation for vetting of rostered personnel to establish Entrance on Duty (EOD). *See Part 6 for security and badging information;*
- d. Submit other documentation as outlined in the PWS (e.g., QASP, Training Plans, and other base contract reports to include availability reports);
- e. Execute plans, e.g., execute training plan based on proposed curriculum.; and
- f. Submit all other requirements as listed in the PRS.

1.4.2 Quality Standards – The Contractor shall ensure all personnel are licensed, (if applicable), qualified, and trained to provide support under the PA program. The contractor shall provide the skilled personnel, supervision, and quality control oversight necessary to ensure compliance. The Contractor shall provide a management structure that ensures the highest quality standards are achieved in conformance with this PWS, including the guidance identified in Table 1 – PA Documents & Resources, to include all subsequent iterations:

Table 1 – PA Documents & Resources

Public Assistance Program and Policy Guide (PAPPG), version 4

Site Inspection Job Aid, version 2.0

PA Site Inspector Position Assist, version 2.1

Site Inspector Crew Leader Position Assist

PDMG Position Assist

EHP Advisor Position Assist, version 1.0

406 Hazard Mitigation Specialist, version 1.0

PA's Grants Portal – Grants Manager YouTube Channel ([FEMA PA Grants Portal - Grants Manager Channel - YouTube](#))

Other official PA-related resources and job assists as specified by the Program Office

- 1.4.3 Equity and the Use of Local Firms – The contractor shall, to the extent feasible and practicable, create opportunities for the utilization of small, disadvantaged businesses, including the utilizing of businesses from underserved communities.

The Contractor shall also, to the extent feasible and practicable, utilize local firms. The contractor will prepare a tracker that shows the labor mix on the task order level. It will illustrate, at a minimum, the labor category, number of personnel, monetary value, and local versus non-local firms and any other labor and/or staffing related trend as identified by the Contracting Officer (CO). In addition, upon request, the Contractor will provide an addendum to their personnel report that shows how it intends to maximize to the highest extent practicable the use of local firms to supplement its labor pool in support of this contract. The Contractor will be required to meet goals as set by the CO regarding local versus non-local firms.

1.5 Period of Performance

The PA-TAC V contract base period of performance will be from date of award to 30 Sep 2024 with four (4), one (1) year option periods. However, each individual task order requirement will determine the period of performance.

The Period of Performance for the base contract reads as follows:

- Base Year: Date of Award to 30 Sep 2024
- Option Year I: 1 Oct 2024 to 30 Sep 2025
- Option Year II: 1 Oct 2025 to 30 Sep 2026
- Option Year III: 1 Oct 2026 to 30 Sep 2027
- Option Year IV: 1 Oct 2027 to 30 Sep 2028

1.6 Base Contract Information

- 1.6.1 Non-Personal Services – In accordance with FAR 37.104 *Personal Services Contracts*, the PA-TAC V is a non-personal services contract. The government will not be engaged in continuous supervision and control of contractor personnel while administering this contract. Contractor personnel assigned to task order shall take direction only from designated direct lead or supervisor, e.g., Task Order Manager (TOM), who shall be a contractor personnel. Contractor lead(s) or designated supervisor(s) shall take instruction only from appointed Contracting Officer Representative (COR) or Technical Monitor (TM). At no point shall the contractor take or give direction from or to another contractor assisting in PA recovery efforts.

1.6.2 Deliverables Under the Base Contract

- a. *Management Plan* – The contractor shall submit a management plan that identifies the management structure and critical processes necessary to successfully manage the contract and its requirements. The management plan shall demonstrate the contractor's detailed knowledge of the overall PA Program as identified in this PWS, including the applicable documents in Table 1 – PA Documents & Resources. The plan shall also delineate efficient methods and effective cost controls and describe in detail how the contractor will respond to and manage all contractor personnel for each task during multiple and/or concurrent disasters.

The plan shall also demonstrate the contractor's procedures and capability to surge beyond their pool of personnel in the event FEMA requests additional personnel such as for a catastrophic event. The contractor shall be prepared to surge up to 50% of their PDMG, Site Inspectors, EHP and Technical Specialist Labor Category staff (field staff). These resources must be vetted, badged, qualified and trained. The plan will include how they will vet and have their staff successfully pass a FEMA security background investigation (BI) to obtain a FEMA badge at an authorized facility as described in Attachment 3 of the PWS. The Contractor's Key Personnel performing work under this contract must also have a Moderate Risk Background Investigation and must maintain the level of security for the life of the contract. All other contractor staff supporting work under this contract must have a Moderate Risk background investigation prior to commencing work.

The management plan shall be a living document that is flexible enough to adapt to changing requirements under a broader scope.

- b. *Quality Control Plan (QCP)* – The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the inspection methodology by which the contractor assures itself that work complies with the requirement of the contract. The contractor will include a corrective action plan within the QCP to address items of non-compliance.

The contractor shall develop a QCP and submit the document (30) calendar days after contract award. The QCP shall list specific instances where anticipated quality control inspections will take place during the life cycle of the process. The contractor shall ensure its quality control-related inspections are documented and saved for verification. The QCP shall also be a living document that is updated when submitted at the Task Order level and be specific to the Task Order requirements.

- c. *Quality Assurance Surveillance Plan (QASP)* – The government shall evaluate the contractor's performance under this contract in accordance with the QASP. The Contractor shall submit a QASP in accordance with the Performance Requirements Summary (PRS). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, the minimum acceptable defect rate(s), and all correction and follow-up actions on issues that merit such approach.
- d. *Training Plan* - As part of its contract proposal, the contractor shall develop and submit a comprehensive training plan incorporating applicable Public Assistance-related materials as specified in this contract. The Training Plan should outline the contractor's efforts to equip its personnel with the requisite knowledge and skills to perform under this contract as outlined in Attachment 1 – Labor Category Qualifications. The contractor shall develop and provide training for the PDMGs, Site Inspectors, and Technical Specialists to prepare staff for Task Order assignments. The contractor may provide training only to its designated staff following receipt of TOPR. However, all Task Order staff must have been issued training prior to the kickoff meeting of the Task Order. If proposed staff are no longer available, all replacement candidates must be trained within five (5) calendar days of authorization to commence work. The training shall be a reduced

version of the full FEMA-provided training for position certification. The contractor shall provide these training courses in a manner that the staff will be familiar with the duties and tasks for certain positions and gain knowledge in PA policy and systems. Additional training may be provided by FEMA staff, on a case-by-case basis, in an on-the-job training (OJT) or just-in-time training (JIT) as time and FEMA resources can accommodate during awarded disasters Task Orders. The Government will provide the training materials to the contractor to train their staff and develop the Training Plan. Train-the-Trainer will not be provided.

- e. *Base Contract Kick Off /Post Award Conference/Periodic Partnering Meetings* - The Contractor shall participate in a kickoff meeting with the Government no later than five (5) business days after contract award. The Contractor shall provide key personnel with authority to make decisions and take responsibility of any actionable items as a result of the meeting. The contractor shall submit the kickoff meeting notes no later than five (5) calendar days following the conclusion of the meeting. The Contractor agrees to attend any post award meetings convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any. Partnering meetings may be held at the Government's discretion. Types of partnering meetings include Senior Partnering, Operational Partnering, and Individual Partnering. As part of these partnering meetings, the Contractor may be asked to present briefings to the COR and other interested FEMA personnel on the status of tasking under the contract. Partnering meetings may be held virtually or a designated location as determined and/or the contractor.

1.6.3 Reporting – The Contractor shall provide reports to the COR and TM in accordance with *Attachment 2 – Performance Requirements Summary Matrix*. These include a 1) Security Startup Roster, 2) Final Voucher and Closeout Package, and 3) Annual and Final Report for the base contract. The contractor shall provide templates of the reports identified in the PRS to the COR within (15) calendar days after contract award date. The templates will be reviewed and any requests for modifications will be communicated by the COR.

- a. *Security Startup Roster* – The contractor shall submit a weekly Security Roster identifying all security-related information for rostered employees. Information shall include, but is not limited to, name, job title, date e-QIP was initiated, EOD, and other pertinent information identified by the COR.
- b. *Final Voucher and Closeout Tracker* – The contractor shall submit a final voucher tracker and closeout package no later than 90 days following the Task Order's Period of Performance end date. At a minimum, the final voucher tracker should include the Task Order number, description, Task Order status, Period of Performance start and end dates, total obligated value, total expenditures, remaining balance, final invoice number and final invoice amount. The report shall be cumulative and include all previously awarded Task Orders. The closeout package shall contain a final public voucher; payment history; draft request for final modification; list of classified materials retained; certification regarding U.S. Government property; contractor's assignment of refunds, rebates, or credits; contractor's release of claims; and continuation sheets, if necessary. If additional time is

needed, the Zone Contractor shall submit a written request for a time extension that explains the extenuating circumstances.

- c. *Annual and Final Report* – The contractor shall submit a report (15) calendar days at the end of each contract period. The report shall document and summarize the results of the entire contractual effort to date, including key issues and resolutions, recommendations, and conclusions. The report shall include tables, graphs, and other visual aids to comprehensively explain the results achieved under the contract.

1.6.4 Overtime – All projected overtime needs (i.e., weekly workweek exceeding 40 hours) will be specified on the Task Order Proposal Request (TOPR). The Contractor shall submit a weekly overtime request form for each employee with a brief description summarizing overtime workload. Overtime hours are not allowable unless the Contractor receives written preauthorization from the COR or designated TM. Contractor shall only bill actual hours worked, and the COR or TM may verify using backup documentation to determine whether actual work hours were completed. For bidding purposes, the contractor should include regular and overtime rates for all labor categories to include base and all options.

1.6.5 Recognized Holidays – The TOPR will specify whether contractors are expected to work on federal holidays. The Government recognizes the following holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Columbus Day
Washington’s Birthday	Veterans’ Day
Memorial Day	Thanksgiving Day
Juneteenth Day	Christmas Day
Independence Day	

1.6.6 Hours of Operation – The Government will specify Hours of Operation, including all estimated overtime hour requirements, at the TOPR Phase. The core working hours are 9:30 am local time to 3:30 pm local time of requesting requirement office.

1.6.7 Place of Performance – The Government will specify Place of Performance at the TOPR Phase. The Place of Performance may include contractor’s headquarters, area field offices, FEMA offices or other remote locations as designated. These may be located within the United States, its Commonwealths, Territories, and Minor Outlying Islands.

1.6.8 Contract Type – The Government will award a hybrid IDIQ contract with Firm Fixed Price (FFP), Labor Hour (LH), and Time & Materials (T&M) type contract line-item numbers (CLINs). The Government anticipates that many of the Task Orders will include CLINs 0002, 0003, 0004, 0005, and 0006.

<i>Table 2 – CLIN Structure</i>		
CLIN #	CLIN Description	CLIN TYPE
0001	Startup Tasks	FFP
0002	Task Order Labor Categories	T&M/LH
0003	Task Order Project Management Office (PMO) Rate	T&M/LH

Table 2 – CLIN Structure

CLIN #	CLIN Description	CLIN TYPE
0004	Travel	T&M
0005	Miscellaneous (ODC)	T&M
0006	DBA Insurance	T&M

- a. *CLIN 0001: Startup Tasks* – The contractor shall provide the requisite Key Personnel, reporting services, and a qualified, vetted roster of PA personnel available to support all task orders within its respective zone. The Labor Categories and corresponding quantities are identified in Table 3– Labor Categories.

This contract provides for \$1,000,000.00 in startup costs for the base year of the contract, to be invoiced monthly throughout the base period and an additional \$100,000 in Option Year 4 for closeout and final reports. The contractor shall provide a report stating what tasks were completed to accompany the invoice. Both the startup and closeout costs will be awarded by a Fixed Price Order.

- Base Year: \$1,000,000.00
- Option Year 1: \$0
- Option Year 2: \$0
- Option Year 3: \$0
- Option Year 4: \$100,000

- b. *CLIN 0002: Task Order Labor Categories* – The contractor shall propose a fixed hourly rate for all personnel (see Table 3 – Labor Categories).
- c. *CLIN 0003: Task Order Project Management Office (PMO) Rate* – The contractor shall propose a Task Order Project Management Office Rate, not to exceed 3% of CLIN 0002 labor hour costs. PMO costs will be based on actual hours of CLIN 0002 costs billed at the end of each period of performance to include base, option and extension. If contractor has exceeded the 3% of CLIN 0002 actual labor hour costs, the contractor is responsible for reimbursing the government. Project Management Office Rate will cover all costs associated with contract administration and project oversight as defined at the Task Order level. Any changes to proposed Labor Category personnel charging under CLIN 0002 should be submitted to the COR prior to demobilization and/or removal.
- d. *CLIN 0004, CLIN 0005, and CLIN 0006: Travel, Miscellaneous (ODC), and Defense Based Act (DBA) Insurance* – All allowable Travel, Miscellaneous, DBA Insurance costs shall be prescribed in the TOPR and will only be reimbursable provided the expense is explicitly identified as reimbursable on the TOPR or contract modification, and COR approval. The government will allow travel booking fees not to exceed \$25.00, unless otherwise prescribed in the TOPR.

Other than DBA Insurance, the government will not reimburse for other insurance and/or other taxes for OCONUS assignments e.g., Business to Business tax, tax equalization.

- 1.6.9 Labor Category Qualifications – The Contractor shall roster all personnel based on the position qualifications listed in *Attachment 1 – Labor Category Qualifications*.
- 1.6.10 Contractor Travel – Costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel on official company business in support of this contract are allowable in accordance with FAR 31.205-46, Travel Costs. Travel costs will be considered reasonable and allowable only to the extent that they conform to FEMA’s Travel Policy Manual 122-1-1, which supersedes the previous FEMA Travel Manual 6200.1 from May 1989 and any other directive-level travel guidance by the agency will be used as guidance in coordination with FAR 31.205-46. The contractor will be authorized only those travel expenses specifically prescribed in the TOPR and consistent with **FAR Subpart 31.205-46** and the limitation of funds specified in the contract. All travel requires Government approval/authorization and notification to the COR or TM. In the event there is a conflict in the travel regulation, the contractor shall seek guidance and approval from FEMA. The Government will reimburse up to eight (8) hours per day for contractor travel time, to include OCONUS travel. Labor hours for travel will be accounted for under CLIN 0002 and CLIN 0003 at the Task Order Level. The government will not reimburse for non-rotational travel time.
- 1.6.11 Health & Safety – The Contractor shall ensure that all applicable health and safety requirements for infectious and communicable diseases are followed in accordance with federal regulations. All costs associated with providing contractor personnel with regulatory mandated Personal Protective Equipment (PPE) and testing will be the responsibility of the contractor.
- 1.6.12 Organizational Conflict of Interest – Contractor and subcontractor personnel performing work under this contract may have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor’s mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.
- 1.6.13 Government Furnished Equipment (GFE) –As part of its base contract proposal, the contractor shall assume that no GFE will be provided on any task order. The Government will specify at TOPR if Government-issued laptops are required to be furnished to the contractor. In such instances, the Government will provide for all shipping and/or travel-related costs to acquire equipment. The contractor is responsible for all equipment until FEMA acknowledges receipt of returned equipment. If equipment is damaged or stolen, the contractor is liable. This is referenced on the last page of the Statement of responsibility section of the FEMA Personal Property Custody/Hand Receipt Report provided with each piece of Government equipment.

In accordance with the Rehabilitation Act of 1973, as amended Section 504 (Programs, Services and Activities) and Section 508 (Electronic and Information Technology), FEMA will provide applicable accessible information technology systems to specialists covered under the Rehabilitation Act of 1973. Based on the contractor's specific need, FEMA will provide accessibility related software or peripheral devices to use systems that comply with Section 508.

The Contractor/Provider shall comply fully with Section 504 of the Rehabilitation Act of 1973, as amended, and incorporate this language in any sub-contracts related to the provision of FEMA public-facing program or activity.

If GFE is required, the contractor shall ensure it has a property management system in accordance with FAR 45.104. Contractor personnel shall not conduct any work under this contract from overseas locations unless otherwise approved in writing by the COR. Overseas use of Government-furnished Equipment (GFE) is strictly prohibited and may result in immediate removal from the contract.

- 1.6.14 Contractor Furnished Equipment (CFE) – The contractor shall furnish all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items as necessary to perform the services as defined in the Performance Work Statement (PWS) within the Contractor's proposed firm fixed rates and at no additional cost to the government, unless the Contract identifies such cost as reimbursable. All contractor personnel working under this contract are required to have a working cell phone and laptop for communication purposes, including on OCONUS deployments. The Government will not reimburse the contractor for any cell phone-related costs, including but not limited to purchase of item, network plans, minute plans, roaming charges, wi-fi hotspots, and international calls.

If Government-issued laptops are not furnished to the contractor at TOPR, the contractor shall be responsible for all laptop-related costs. The contractor shall be prepared to furnish all laptops with software applications required by FEMA, to include Microsoft Suite and a contractor issued business email address. If there are other software applications required by FEMA, it will be included at the time of TOPR.

Contractor personnel shall not conduct any work under this contract from overseas locations unless otherwise approved in writing by the COR. Contractor shall not utilize Contractor Furnished Equipment to access or transmit any sensitive information from overseas locations.

- 1.6.15 Invoicing –The Contractor shall submit all invoices no later than the last day of the subsequent month following delivery and acceptance of services. Invoices shall include all expenses (e.g., field & management labor hours, travel, etc.) incurred by the Contractor, including all Subcontractor costs, within the invoice's Period of Performance, which shall not exceed the calendar month. FEMA will require a preliminary review of the expenses before Contractor submittal. Preliminary reviews will be conducted by the Technical Monitors, and review and approval procedures will be specified in the TOPR.
- 1.6.16 Standard Operating Procedures (SOPs) – The FEMA COR assigned to the contract may provide SOPs to further clarify and provide guidance on contract deliverables. All SOPs will be drafted by the Government and sent to the contractor for review and acceptance before implementation.

1.6.17 Code of Conduct – The Contractor shall ensure that all personnel performing work under this contract adhere to its code of conduct, which at a minimum must comply with FEMA Directive: Personnel Standards of Conduct (FEMA Directive 123-0-2-1), FEMA Directive: Office of Professional Responsibility (FEMA Directive #112-13 Rev. 1), and DHS Management Directive 0480.1 Ethics/Standards of Conduct (issued on March 1, 2003). At the time of proposal and as part of the Management Plan, the contractor shall provide general context of its proposed Code of Conduct. The full Code of Conduct and remediation plans shall be submitted thirty (30) calendar days after award for review and feedback. This document shall be applicable to all staff to include prime and subcontractor employees. The Government reserves the right to request the removal of any contractor employee from a Task Order for any reason.

If a request for removal is made by the COR, the Contractor shall have forty-eight (48) hours to propose a replacement with similar qualifications. Upon review and acceptance by the COR, the contractor shall have forty-eight (48) hours, or a timeframe specified by the COR, to arrive at designated TDY.

Part 2 Startup Tasks

2.1 Startup Tasks

This contract provides for \$1,000,000.00 in startup costs upon contract award. The Contractor shall propose the level of services at the set fee given the tasks listed in Section 1.4.1.

All required reports under Startup and Task Order tasks shall be submitted as draft templates within (15) calendar days of contract award to the COR for review and acceptance. The Government will provide the minimum reporting elements and the contractor may propose additional items. The final template(s) will be provided to the contractor within (30) calendar days of contract award. All required reports shall be subject to modification at the request of the COR at any time during the performance of this contract.

The Contractor shall designate a Program Manager and Deputy Program Manager as Key Personnel, in addition to PMO support staff to manage all aspects of this PWS. PMO support staff consist of a Contract Manager, General Planner, Program Coordinator, Reports Analyst, and a Trainer. The Program Manager and Deputy Program Manager shall be the contractor's primary Points-of-Contact when interfacing with FEMA on all contract-related issues. The Key Personnel shall be available to FEMA on a 24-hour/7-day basis. Key Personnel must be committed for a minimum of six (6) months after contract award. Key Personnel shall also be available for any meetings, including weekly or quarterly assessment meetings.

Program Manager (PM): The PM is accountable for the overall cost, schedule, and performance of a program. The PM ensures that all work is being completed correctly and in a timely manner; monitors how projects are progressing; and reports the details to the Government. The PM:

- Must have a minimum of a bachelor's degree in business or a related area/field of work.
- Must also have a minimum of 15 years of experience performing program management functions to include previous experience as a Project Manager on multiple projects.
- Should have disaster operational experience.
- Must have high-level management and leadership skills.
- Ability to both lead and function as a member of a team.
- Must have excellent written and oral communication skills.
- Must have attention to detail, great organizational skills, as well as the ability to multi-task and work well under pressure.
- Must have conflict resolution and problem-solving skills to include risk management.
- Must have cost control and budgeting skills.
- Must have teamwork and motivational skills.

Deputy Program Manager (DPM): The DPM is accountable for the overall cost, schedule, and performance of a program. The PM ensures that all work is being completed correctly and in a timely manner; monitors how projects are progressing; and reports the details to the Government. In the event the PM is unable to perform and/or support, the DPM will act in their absence. The DPM:

- Must have a minimum of a bachelor's degree in business or a related technical field.
- Must also have a minimum of 10 years of experience performing program management functions to include experience previous experience as a Project Manager on multiple projects.
- Should have disaster operational experience.

- Must have high-level management and leadership skills.
- Ability to both lead and function as a member of a team.
- Must have excellent written and oral communication skills.
- Must have attention to detail, great organizational skills, as well as the ability to multi-task and work well under pressure.
- Must have conflict resolution and problem-solving skills to include risk management.
- Must have cost control and budgeting skills.
- Must have teamwork and motivational skills.

Contract Manager: The Contract Manager is responsible for administrative activities associated with handling of contracts, such as (1) invitation to bid, (2) bid evaluation, (3) award of contract, (4) contract implementation, (5) measurement of work completed, and (6) computation of payments. It also includes monitoring contract relationship, addressing related problems, incorporating necessary changes or modifications in the contract, ensuring both parties meet or exceed each other's expectations, and actively interacting with the contractor to achieve the contract's objective(s). The Contract Manager:

- Must have a bachelor's degree in accounting, business, finance, law, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management.
- Must have 10 years of experience in a contract management and/or a related field.
- Must have 120 hours of continuing professional education.

General Planner: The General Planner performs professional work related to a variety of planning assignments. This would include managing complex planning studies; reviewing and processing comprehensive plans; scheduling and conducting meetings as appropriate; and presenting reports and findings. The General Planner:

- Must have bachelor's degree and 5 years' experience in field of expertise; a graduate level degree or professional registration with 2 years of experience in field of expertise; or 10 years of experience in field of expertise.

Program Coordinator (Mid): The Program Coordinator (Mid) provides administrative staff assistance including the conducting of specific, comprehensive analyses of a wide range of policies involving organization, procedures, finance, and services. Provides technical and administrative assistance to the assigned management staff. They will also develop, prepare, and present reports, surveys and other administrative activities. The Program Coordinator (Mid):

- Must have 5 years of experience in a related field (with a bachelor's degree) or 10 years of experience in a related field.

Program Coordinator (Senior): The Program Coordinator (Senior) monitors and analyzes the financial condition of assigned programs to determine whether current or proposed actions are fiscally sound, directs and supervises the work of contractor staff, monitors work and reports on progress, ensures work meets contract and Government requirements and is delivered on time, formulates administrative and technical procedures for accomplishing the program tasks, and performs complex technical and factual research. The Program Coordinator (Senior):

- Must have 10 years of experience in a related field (with a bachelor's degree) or 15 years of experience in a related field.

Reports Analyst: The Reports Analyst develops data reports, reporting tools, and data analysis documents. The Reports Analyst:

- Must have a bachelor's degree in a related technical field with 10 years of experience in field of expertise; a graduate level degree or professional registration with 5 years of experience in field of expertise; or 15 years of experience in field of expertise.

Trainer: The Trainer will devise technical training programs according to requirements to meet the Government's needs. They will produce training schedules and classroom agenda, prepare presentation materials, and execute training sessions, webinars, workshops etc. in groups or individually. They will also keep and report data on completed courses, issues, etc. and observe and evaluate the results of the programs to make improvements. The Trainer:

- Must have a bachelor's degree with 10 years of experience in field of expertise; a graduate level degree or professional registration with 5 years of experience in field of expertise; or 15 years of experience in field of expertise.

The contractor shall also maintain a roster of qualified, available personnel ready to support PA Program's missions. The specific labor categories and minimum anticipated Full-Time-Equivalent (FTE) yearly quantities are listed below (*Table 3 – Labor Categories*).

2.1.1 Labor Categories – The contractor shall roster at least the minimum quantity of Labor Categories listed in *Table 3 – Labor Categories* throughout the period of performance of the contract. The contractor shall submit the names of 50% of each of the required Labor Category quantities within 30 calendar days of contract award, and the remaining 50% within 90 calendar days. To account for attrition and unavailability of personnel, the Government will allow contractor to exceed the minimum roster quantity by no more than 40% for a given year. The Government will not process FEMA-issued background checks in excess of the established ceiling. The government reserves the right to increase this amount based on zone disaster activity and operational needs. This will be included at the time of the TOPR. The contractor shall submit the names and corresponding labor categories to the COR or designated recipient. All submitted resumes shall include the minimum qualifications and skills as specified in *Attachment 1 – Labor Category Qualifications*.

Labor Categories not identified in this contract in *Table 3 – Labor Categories* that are otherwise required by the Government in support of the PA Program may be requested. In such instances, the contractor may agree to the request and propose the labor category and corresponding fixed hourly labor rate for consideration. Upon review and acceptance, the Government will modify the contract to incorporate the new labor category and corresponding fixed hourly labor rate.

Labor Category	Quantity
Accountant	8
Administrative Support Specialist	7
Appraiser	1
Archaeologist	5
Architect	4
Architectural Historian	3

Biologist	5
Certified Floodplain Manager	2
Certified Public Accountant	6
Civil Engineer	35
Coastal Engineer	3
Commercial Property Insurance Professional	3
Construction Manager	30
Construction or Building Inspector	20
Ecologist	1
Electrical Engineer	15
Environmental Engineer	1
Environmental Planner	8
Estimator	5
Financial Analyst	4
General Planner	4
Geologist	1
Graphic Artist	1
Health Scientist	1
Historic Architect	3
Horticulturalist	1
Hydraulic Engineer	1
Hydrologist	1
Industrial Hygienist	1
Management Analyst (Program Strategist)	4
Mechanical Engineer	15
Project Manager	20
Reports and Communication Specialist	5
Sanitary Engineer	1
Soil/Geotechnical Engineer	2
Structural Engineer	15
Technical Specialist*	n/a

Technical Writer	3
Trainer	3
Water Quality Specialist	1
Wetlands Specialist	1
TOTAL	250

*Technical Specialist – Support multiple labor categories:

Technical Specialist is a labor category specific to the PA program and may be utilized in special circumstances e.g., when the requirement workload doesn't necessitate a full-time equivalent labor category. A Technical Specialist can perform the tasks associated with a labor category and a position (e.g., Civil Engineer/Site Inspector Specialist). Requests and use of these labor categories will be determined at the task order level. Individually, they shall not exceed 20% (or as specified at the task order level) of the requested labor category total. Additional labor category qualifications may/will be determined at the task order level.

Part 3 Task Order Process

3.1 Task Order Process

The Contracting Officer (CO) will issue a Task Order Proposal Request (TOPR) to the contractor. The TOPR will identify:

- Period of Performance
- Area(s) of Operations
- Labor Category and quantities
- Place of Performance
- Tasks and Deliverables
- Other task order-relevant information (e.g., travel, additional training requirements, etc.).

While FEMA experience is not a requirement for the base contract, it may be a requested preference on task orders.

The CO will notify contractors of task order award. Any changes in personnel from contractor proposal to award shall be immediately communicated to the Contracting Officer's Representative (COR). The contractor shall have from the TOPR notification to a kickoff meeting to train their staff in the respective positions as prescribed in the training plan. If proposed staff are no longer available, all replacement candidates must be trained within five (5) calendar days of authorization to commence work. When proposed, that contractor shall notify FEMA that their staff will be trained (or is already trained) and are ready for assignment and deployment upon Task Order kickoff meeting and award.

The Contractor shall mobilize staff to support multiple, simultaneous PA task order disasters within a given year. Personnel are anticipated to support virtually or in person. The Government intends to limit task orders only to the contractor assigned to a particular zone.

As part of TOPR proposal, the contractor shall identify a Task Order Manager (TOM) and/or a designated Lead, to manage all task order Labor Category personnel. The Task Order Manager (TOM) and/or a designated Lead shall coordinate with the COR and TM on any travel-, performance-, and other contract related issues, and shall be available at any time to address issues identified by the COR for the entire Period of Performance of the Task Order. The designated lead is also an operational staff member under CLIN 0002. The TOM is billable under CLIN 0003.

The Task Order Manager is responsible for the successful performance of the assigned work. Depending on the size and complexity of the assignment, as determined by FEMA, the Task Order Manager may be on site or located remotely. The manager will be in frequent contact with the FEMA Technical Monitor and COR and have sufficient authority and experience to address any issues. Specific responsibilities include:

- Serves as the TAC primary point of contact with the FEMA Technical Monitor and COR.
- Responsible for overall management and execution of the assignment from inception to completion; ensures assigned tasks are within the approved SOW.
- Performs quality monitoring to ensure implementation of the TAC's quality control plan; coordinates preparation and/or review and approval of contract deliverables for completeness, technical accuracy, timeliness, and conformance with other Task Order requirements.

- Periodically visits the project site to meet with the FEMA Technical Monitor and TAC staff; frequency and duration of visits are dependent on the size and complexity of the operation and will be pre-approved by the FEMA Technical Monitor.
- Provides oversight of the TAC Team Leader's and TAC Coordinator's activities, or, if deployed, performs TAC Team Leader duties.

Utilized primarily on large scale events, the designated Lead is a staff member responsible for managing the day-to-day performance of the field staff and is readily available to support needs of the FEMA Technical Monitor, the TAC Task Order Manager and the technical staff to implement the task. Specific Lead responsibilities include:

- Serves as the primary interface with the FEMA Technical Monitor and the TAC Task Order Manager.
- Provides oversight and coordinates with the TAC Task Order Manager all productivity, quality, health and safety, behavioral and welfare issues associated with staff.
- Performs continuous quality assurance review of work products, and reports issues to the assigned TAC Task Order Manager and the FEMA Technical Monitor.
- Represents TAC Management at FEMA meetings.
- Works with the Technical Monitor and/or COR to address any performance issues, staff reassignments, quality of work products or productivity, and demobilizations.

FEMA will consider the use of a TAC Coordinator position to perform administrative Task Order duties. The TAC Coordinator may deploy on site/mobilize on short durations to aid in Contractor staff/field personnel deployments, demobilizations, system/facility access, logistics/equipment coordination, and other administrative or coordination efforts. During TOPRs, the Contractor shall propose a suitable field labor category, i.e., administrative support specialist, to perform the TAC Coordinator functions. The TAC Coordinator is an operational staff member under CLIN 0002.

The total staff with allowable hours for the TAC Coordinator position are noted below. Multiple TAC Coordinators are allowed for every (30) staff:

- 0-4 staff: no TAC coordinator
- 5-6 staff: up to 5 hours per week
- 6-10 staff: up to 10 hours per week
- 11-15 staff: up to 20 hours per week
- 16-20 staff: up to 30 hours per week
- 21-30 staff: up to 40 hours per week

- 3.1.1 Task Order Management Task – The contractor shall propose a Task Order Project Management Office Rate, not to exceed 3% of CLIN 0002 labor hour costs. PMO costs will be based on actual hours of CLIN 0002 costs billed at the end of the period of performance to include base, options, and extension. If contractor has exceeded the 3% of CLIN 0002 actual labor hour costs, the contractor is responsible for reimbursing the government. Project Management Office Rate will cover all costs associated with contract administration and project oversight as defined at the Task Order level.

Any changes to proposed Labor Category personnel charging under CLIN 0002 should be submitted to the COR prior to demobilization and/or removal.

- 3.1.2 **Kickoff Meeting** – The contractor shall participate in all Task Order-related kickoff meetings no later than five (5) business days following task order award, or as otherwise specified in the TOPR. The contractor shall introduce the designated Lead(s) and other staff if applicable. The contractor shall take notes and provide a digital copy to the COR and TM no later than three (3) business days following the conclusion of the kickoff meeting.
- 3.1.3 **Deployment of Contractor Staff** – Contractor staff and designated lead shall have a minimum of 24-48 hours to arrive at designated TDY location upon COR notification. Task Orders with OCONUS TDY shall specify time of arrival. Contractors supporting virtually from designated Residences of Record (RORs) shall be available within 24 hours following Task Order Award to receive work under the task order.

All personnel proposed on a task order are expected to be committed to the disaster for the duration of the assignment, including base and any option period(s). If staff cannot commit for the entire duration, the information shall be disclosed in the technical proposal, along with the expected duration the staff is committed to. If the proposed personnel are no longer available to support the task order by the time the award is made, it must be brought to the attention of the Contracting Officer, COR, and TM.

Rotational travel schedules must be coordinated with the TM at least fourteen (14) days prior to departure. Rotations shall be for a minimum of seven (7) days. The maximum duration shall be fourteen (14) days as long it is operationally permissible. No accrual of days shall be permitted. To ensure adequate coverage during authorized rotations, rotation schedules may be adjusted; the contractor shall coordinate with the TM to avoid depleting the field of contractors at any given period. Other travel schedule requirements, including intervals, notification, and approval process, shall be identified in the TOPR.

- 3.1.4 **Task Order Deliverables** – The contractor shall provide the following standard reports under each Task Order and additional deliverables as described in the Task Order requirements:
- a. *Kickoff Meeting Minutes* – The contractor shall submit a copy of the Kickoff Meeting Minutes to the COR no later than three (3) business days following the conclusion of the kickoff meeting.
 - b. *Daily Accountability Report* – The contractor shall submit to COR, TM, and other Government designee a Daily Accountability Report, which shall identify the daily status (e.g., vacations, rotations, holidays, sick days, demobilizations, and absences) of each employee billing under the task order. The contractor shall submit the report by 8:30 am (Based on Time-Zone Supporting) including weekends and holidays (When staff are physically deployed to field) or as otherwise specified in the TOPR.
 - c. *Technical Monitor Certification (TMC)* – The contractor shall submit a Technical Monitor Certification report to the designated Technical Monitor for review prior to submitting an invoice. The TMC shall contain all charges associated with the invoice to include all Labor Hour charges and ODC-related costs. The Technical Monitor will review and, if approved, sign and return the TMC to the contractor to submit as part of invoice. The frequency of TMC submissions will be established at the Task Order level. The TMC review period is generally limited to ten (10) business days. If a TMC is not reviewed within 10 business days, on the 11th business day an invoice may be submitted. However, TMC submission intervals may be modified at the Task Order level to accommodate exceptional circumstances (e.g., large task orders, multiple contractors, etc.)

- d. *Task Order Status Report (TOSR)* - The contractor shall submit a report that reflects a summary of the overall Task Order status, including the current and cumulative hours worked by labor category. The report must also provide the total number of personnel working on assignments, the start date(s) for the period; and the hours expended for the current month. The Contractor shall provide a summary of deliverables submitted, planned activities for the next month and problems and proposed corrective actions. The contractor shall submit the report by the 15th of each month unless otherwise specified in the TOPR.
- e. Other operational reports as identified at the Task Order level, e.g., Site Inspection Report, etc.

Part 4 Definitions and Acronyms

4.1 Definitions

- 4.1.1 Contractor – A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.
- 4.1.2 Contracting Administration Office – An office that performs assigned post-award functions related to the administration of contracts in conformance with FAR 42.302.
- 4.1.3 Contracting Officer (CO) – The CO has authority to enter, administer, or terminate contracts and make related determinations and findings. COs may bind the Government only to the extent of the authority delegated to them. COs are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States Federal Government in its contractual relationships. COs ensure that contract requirements have been met, and that sufficient funds are available for obligation; and ensure that Contractors receive impartial, fair, and equitable treatment. In addition, the CO is the only person authorized to approve changes to any of the requirements under this contract.
- 4.1.4 Contracting Officer's Representative (COR) – The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; and coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially regarding changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.
- 4.1.5 Defective Service – A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 4.1.6 Deliverable – Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.
- 4.1.7 Equity – The consistent and systematic fair, just and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.
- 4.1.8 Key Personnel – Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS.
- 4.1.9 Physical Security – Action that prevent the loss or damage of Government property.
- 4.1.10 Place of Performance - The place where a contractual obligation must be performed.
- 4.1.11 Program Delivery Manager – Coordinates delivery of PA and provides customer service to Applicants.
- 4.1.12 Quality Assurance. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 4.1.13 Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

- 4.1.14 Quality Control Plan – All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 4.1.15 Subcontractor – One that enters a contract with a prime Contractor. The Government does not have privity of contract with the Subcontractor.
- 4.1.16 Technical Monitor – The Technical Monitor (TM) is responsible for individual project management and/or contract administration. The TM assists the Contracting Officer Representative (COR) by performing daily oversight to ensure work is performed in accordance with the PWS and provide any other necessary technical guidance to the Contractor. The TM is responsible for the validation of services and deliverables received to include time and materials (ODCs). A TM does not have authority to request or authorize work to be performed outside the scope of the contract. Each TM works in conjunction with the COR; however, if any discrepancies exist between the direction given by the COR and a Technical Monitor to the Contractor, the COR's direction shall take precedence. If the Contractor is unclear as to the direction provided by a TM or believe the direction to be out of the scope, the Contractor shall contact either the COR or the Contracting Officer as appropriate.

4.2 Acronyms

4.2.1	CAO	Contract Administration Office
4.2.2	CO	Contracting Officer
4.2.3	COR	Contracting Officer Representative
4.2.4	CFR	Code of Federal Regulations
4.2.5	CONUS	Continental United States (excludes Alaska and Hawaii)
4.2.6	IDIQ	Indefinite Delivery Indefinite Quantity
4.2.7	FAR	Federal Acquisition Regulation
4.2.8	OCI	Organizational Conflict of Interest
4.2.9	OCONUS	Outside Continental United States (includes Alaska and Hawaii)
4.2.10	ODC	Other Direct Costs
4.2.11	ORR	Office of Response and Recovery
4.2.12	PA	Public Assistance
4.2.13	PDMG	Program Delivery Manager
4.2.14	POC	Point of Contact
4.2.15	PNP	Public Nonprofit
4.2.16	PRS	Performance Requirements Summary
4.2.17	PWS	Performance Work Statement
4.2.18	QA	Quality Assurance
4.2.19	QASP	Quality Assurance Surveillance Plan
4.2.20	QC	Quality Control
4.2.21	QCP	Quality Control Program
4.2.22	SI	Site Inspector
4.2.23	TDY	Temporary Duty Station
4.2.24	TFL	Task Force Lead
4.2.25	TOPR	Task Order Proposal Request
4.2.26	TM	Technical Monitor

Part 5 Applicable Documents

5.1 Applicable Documents

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures, including, but not limited to the following:

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121-5207

- 5.1.1 Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 5.1.2 CFR – Domestic Security
- 5.1.3 2 CFR Part 200- Uniform Administrative Requirements For Federal Grants
- 5.1.4 29 CFR Part 1910 – Occupational Safety and Health Administration Standards
- 5.1.5 36 CFR—Parks, Forests, and Public Property
- 5.1.6 40 CFR Parts 1500-1508—Protection of Environment
- 5.1.7 41 CFR Part 301—Public Contracts and Property Management
- 5.1.8 44 CFR—Emergency Management and Assistance
- 5.1.9 48 CFR—Federal Acquisition Regulations System
- 5.1.10 50 CFR Part 402, Wildlife and Fisheries
- 5.1.11 Public Assistance Program and Policy Guide
- 5.1.12 Public Assistance Alternative Procedures Guides and Standard Operating Procedures
- 5.1.13 Public Assistance Alternative Procedures Guides and Standard Operating Procedures Public Assistance Position Task Books, Job Aids and Position Assists

Part 6 Background Investigations

Background Investigations, Facility Access, Separation From Contract, Records Management Obligations, 508 IT Clause, DHS Enterprise Architecture Compliance, Safeguarding Of Sensitive Info, IT Security & Privacy Training, For Official Use Only (FOUO) Information, Employment Eligibility Verification, DHS Class Deviation Special Cyber Hygiene Clause, Federal Records Act Compliance

The Contracting Officer, in coordination with FEMA's Personnel Security Division (PSD), shall ensure that all solicitations and contracts comply with the following Federal Acquisition Regulations and Homeland Security Acquisition Regulations by including the requisite clauses, as applicable:

48 C.F.R. § 4.1303 (clause at 48 C.F.R. § 52.204-9)

48 C.F.R. § 3004.470-3 (clauses at 48 C.F.R. § 3052.204-70 and 48 C.F.R. § 3052.204-71)]

I. BACKGROUND INVESTIGATIONS

All contractor personnel who require access to DHS or FEMA information systems, routine access to DHS or FEMA facilities, or access to sensitive information, including but not limited to Personally Identifiable Information (PII), shall be subject to a full background investigation commensurate with the level of the risk associated with the job function or work being performed. FEMA's Personnel Security Division (PSD) will determine the risk designation for each contractor position by comparing the functions and duties of the position against those of a same or similar federal position, applying the same standard for evaluating the associated potential for impact on the integrity and efficiency of federal service.

Low Risk without Information System Access

Contractor personnel occupying positions or performing functions with a Low-Risk designation and who do not require access to DHS or FEMA information systems shall undergo a National Agency Check with Inquiries (TI) and a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Low Risk with Information System Access

Contractor personnel occupying positions or performing functions with a Low-Risk designation and who require access to DHS or FEMA information systems shall undergo a Tier 1 Suitability Background Investigation (T1) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Moderate Risk

Contractor personnel occupying positions or performing functions with a Moderate Risk designation shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

High Risk

Contractor personnel occupying positions or performing functions with a High-Risk designation shall undergo a Tier 4 Background Investigation (T4) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Background Investigation Process

To initiate the request to process Contractor personnel, the Contractor shall provide the FEMA Contracting Officer's Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the DHS Form 11000-25, "Contract Fitness/Security Screening Request." The FEMA COR shall ensure that all other applicable sections of the DHS

Form 11000-25 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, "Declaration for Federal Employment," forms for all Contractor personnel.

Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if-

- the investigation was completed within the last five years,
- it meets or exceeds the minimum requirement for the position they will occupy or functions they will perform on this contract,
- the Contractor personnel have not had a break in employment since the prior favorable adjudication, and
- FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation.

FEMA PSD will notify the COR of the names of the Contractor personnel eligible to work based on prior, favorable adjudication. The COR will, in turn, notify the Contractor of the names of the favorably adjudicated Contractor personnel, at which time the favorably adjudicated Contractor personnel will be eligible to begin work under this contract.

For those Contractor personnel who do not have an acceptable, prior, favorable adjudication or who otherwise require reinvestigation, FEMA PSD will issue an electronic notification via email to the Contractor personnel that contains the following documents, which are incorporated into this contract by reference, along with a link to the Office of Personnel Management's Electronic Questionnaires for Investigation Processing (e-QIP) system and instructions for submitting the necessary information:

- Standard Form 85P, "Questionnaire for Public Trust Positions Optional Form 306, "Declaration for Federal Employment"
- SF 87, "Fingerprint Card" (2 copies) - Instructions will be sent to complete the cards
- DHS Form 11000-6, "Non-Disclosure Agreement"
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

FEMA PSD will only accept complete packages consisting of all of the above document and Standard Form 85P, which must be completed electronically through the Office of Personnel Management's e-QIP system. The Contractor is responsible for ensuring that all Contractor personnel timely and properly submit all required background information.

Residency requirements apply to the background investigation process. Persons subject to investigation and final adjudication for fitness or suitability must have lived within the United States for no less than 3 of the last 5 years as defined in the DHS Instruction 121-01-007-01, Revision 1 "The Department of Homeland Security, Personnel Security, Suitability and Fitness Program" of June 14, 2017 (June 14, 2016). DHS has determined this to be the amount of time required to be the sufficient minimum investigative period for the purpose of performing a suitability or fitness adjudication. Both, OPM and OMB require a final adjudicative decision to support the issuance of the HSPD-12 compliant PIV Card that contractors are issued by FEMA Physical Security.

Once Contractor personnel have properly submitted the complete package of all required background information, FEMA's Personnel Security Division, at its sole discretion, may grant Contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division's initial review of the Contractor

personnel's background information reveals no issues of concern. In such cases, FEMA's Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified Contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the Contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contractor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

Upon favorable adjudication of the full background investigation, FEMA's Personnel Security Division will update the Contractor personnel's security file and take no further action. In any instance where the final adjudication results in an unfavorable determination FEMA's Personnel Security Division will notify the Contractor personnel directly, in writing, of the decision and will provide the COR with the name(s) of the Contractor personnel whose adjudication was unfavorable. The COR will then forward that information to the Contractor. Contractor personnel who receive an unfavorable adjudication shall be ineligible to perform work under this contract. Unfavorable adjudications are final and not subject to review or appeal.

Continued Eligibility and Reinvestigation

Eligibility determinations based on a NACI=T1, MBI=T2 and BI=T4 are valid for five years from the date that the investigation was completed and closed. Contractor personnel required to undergo a background investigation to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone a reinvestigation and FEMA's Personnel Security Division has renewed their eligibility to perform work under this contract.

Exclusion By The Contracting Officer

The Contracting Officer, independent of FEMA's Personnel Security Division, may direct the Contractor to exclude from working on this contract any Contractor found or deemed to be unfit or whose continued employment on the contract is deemed contrary to the public interest or inconsistent with the best interest of the agency.

II. FACILITY ACCESS

The Contractor shall comply with FEMA Directive 121-1 "FEMA Personal Identity Verification Guidance," FEMA Directive 121-3 "Facility Access," and FEMA Manual 121-3-1 "FEMA Credentialing Access Manual," to arrange for contractor personnel's access to FEMA facilities, which includes, but is not limited to, arrangements to obtain any necessary identity badges for contractor personnel.

Contractor personnel working within any FEMA facility who do not require access to DHS or FEMA IT systems and do not qualify for a PIV Card may be issued a Personal Identity Verification Interoperable (PIV-I) Credential. PIV-I Credentials cannot exceed 180 days; all contractors requiring access greater than 180 days will need to qualify for and receive a PIV card before being allowed facility access beyond 180 days. Contractor personnel shall not receive a PIV-I until they have submitted a SF 87, "Fingerprint Card," and receive approval from FEMA PSD. Contractor personnel using a PIV-I for access to FEMA facilities must be escorted in Critical Infrastructure areas (i.e., server rooms, weapons rooms, mechanical rooms, etc.) at all times. FEMA may deny facility access to any contractor personnel whom FEMA's Office of the Chief Security Officer has determined to be a potential security threat.

III. SEPARATION FROM CONTRACT

The Contractor shall notify the FEMA COR of all terminations/resignations within five calendar days of occurrence. The Contractor shall account for all forms of Government-provided identification issued to contractor employees under a contract (i.e., the PIV cards or other similar badges) shall return such identification to FEMA as soon as any of the following occurs:

- 1) When no longer needed for contract performance.
- 2) Upon completion of a contractor employee's employment.
- 3) Upon contract completion or termination.

If an identification card or building pass is not available to be returned, the Contractor shall submit a report to the FEMA COR, referencing the pass or card number, name of the individual to whom it was issued, and the last known location and disposition of the pass or card.

The Contractor or contractor personnel's failure to return all DHS- or FEMA-issued identification cards and building passes upon expiration, upon the contractor personnel's removal from the contract, or upon demand by DHS or FEMA may subject the contractor personnel and the Contractor to civil and criminal liability.

IV. RECORDS MANAGEMENT OBLIGATIONS

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

- includes FEMA records;
- does not include personal materials;
- applies to records created, received, or maintained by Contractors pursuant to their FEMA contract; and
- may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. FEMA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of FEMA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to FEMA. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the SOW. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to FEMA control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the SOW. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and FEMA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with FEMA policy.
8. The Contractor shall not create or maintain any records containing any non-public FEMA information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The FEMA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FEMA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

V. 508 INFORMATION TECHNOLOGY CLAUSE

<https://www.dhs.gov/compliance-test-processes>

DHS 508 Tool: <https://www.dhs.gov/xlibrary/oast/DART/>

Note: The 508 IT clause is generated from the DHS 508 Tool on an ad hoc basis.

The 508 IT clause generated from the DHS 508 Tool is inserted into the PWS or SOO or SOW.

Accessibility Requirements (Section 508)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

- 36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.
- 36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.
- 36 CFR 1194.23 Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non-end-user interfaces such as switches, circuits, etc. that are procured, developed, or used by the Federal Government.
- 36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.
- 36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.
- 36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and

determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to [REDACTED]

VI. DHS - FEMA ENTERPRISE ARCHITECTURE COMPLIANCE

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, All FEMA Employees and Contractors shall comply with the following Homeland Security Enterprise Architecture (HLS EA) and FEMA Enterprise Architecture (FEMA EA) requirements:

Compliance with the DHS HLS EA shall be derived from and aligned through the FEMA EA.-- All developed solutions and requirements shall be compliant with the FEMA EA.

- All IT hardware/software/solutions shall be compliant with the HLS/ FEMA EA Technical Reference Model (TRM) Standards and Products Profile.
- If new hardware, software, or infrastructure components are required to develop, test, or implement, these products will be coordinated through the FEMA formal Technology Insertion (TI) process.
- All products are subject to DHS/FEMA Enterprise Architecture review and approval.
- No product(s) may be utilized in any environment that are not included in the FEMA EA TRM Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.

- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-02 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

VII. SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (FEB 2023)

(a) Definitions. As used in this clause—

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, “Chemical Facility Anti-Terrorism Standards,” and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual “Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information” dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”;(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department,

including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015; (5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department; (6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department; (9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the

Department is responsible for protecting; (10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements: (A) Truncated SSN (such as last 4 digits);

(B) Date of birth (month, day, and year);

(C) Citizenship or immigration status;

(D) Ethnic or religious affiliation;

(E) Sexual orientation;

(F) Criminal history;

(G) Medical information; and

(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the

purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual. Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form. Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency. Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information. Incident means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. Information Resources means information and related resources, such as personnel, equipment, funds, and information technology. Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide—

(1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;

(2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and (3) Availability, which means ensuring timely and reliable access to and use of information. Information System means a discrete

set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) Handling of Controlled Unclassified Information.

(1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at <https://www.dhs.gov/dhs-security-and-trainingrequirements-contractors>.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract. (3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) Incident Reporting Requirements.

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, Incident Response, to DHS Policy Directive 4300A Information system Security Program, Sensitive Systems. If the Component SOC is not available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at <https://www.dhs.gov/dhs-security-and-trainingrequirements-contractors>. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a FIPS 140-2/140-3 Security Requirements for Cryptographic Modules validated cryptographic module identified on <https://csrc.nist.gov/projects/cryptographic-module-validationprogram/validated-modules>. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator. (4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the

requirements of the contract.(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, Incident Response, to DHS Policy Directive 4300A Information system Security Program, Sensitive Systems, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Unique Entity Identifier (UEI);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
- (v) Contracting Officer POC (address, telephone, and email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms, or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the government PII or SPII contained within the system; and
- (xiii) Any additional information relevant to the incident.

(d) Incident Response Requirements.

- (1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
 - (i) Inspections;
 - (ii) Investigations;

(iii) Forensic reviews;

(iv) Data analyses and processing; and

(v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.

(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) Certificate of Sanitization of Government and Government-Activity-Related Files and Information. Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, Guidelines for Media Sanitization. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, Guidelines for Media Sanitization, Appendix G.

(f) Other Reporting Requirements. Incident reporting required by this clause in no way rescinds the Contractor’s responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) Subcontracts. The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

VIII. INFORMATION TECHNOLOGY SECURITY AWARENESS TRAINING (JUL 2023)

(a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than

October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

- (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

Privacy Training Requirements.

All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

All personnel require access to information up to the sensitive but unclassified, for official use only (FOUO) levels. Contractor must ensure contractor employees receive a favorably adjudicated public trust suitability prior to entry on duty (EOD). All individuals will be U.S. citizens. The contractor shall follow the standards established within DHS and FEMA policy.

Certificate of training is required for all cleared contractor employees who are working with classified or unclassified information. All certificates must be sent to the assigned FEMA Contracting Officer Representative (COR), before the contractor or subcontractor is granted access to classified or unclassified information but no later than 30 calendar days after awarded contract. Send certificates of completion for Unauthorized Disclosure, OPSEC, and Insider Threat to the FEMA COR no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

Unauthorized Disclosure of Classified or Unclassified Information

Contractors and subcontractors who are working on this contract shall receive Unauthorized Disclosure of Classified or Unclassified Information training.

Access to the training can be obtained at:

Unauthorized Disclosure of Classified Information and Controlled Unclassified Information (usalearning.gov)

OPSEC Training

Contractors and subcontractors who are working on this contract shall receive the OPSEC Awareness Brief.

Access to the briefing can be obtained at:

OPSEC Awareness for Military Members, DOD Employees and Contractors (usalearning.gov)

Insider Threat Training

Insider Threat training for contractors can be found at:

Insider Threat Awareness (usalearning.gov)

IX. FOR OFFICIAL USE ONLY(FOUO) INFORMATION

In accordance with DHS Management Directive 11042.1 contractors, consultants, and others to whom access is granted will abide by 11042.1; DHS policy regarding the identification and safeguarding of sensitive but unclassified information originated within DHS. It also applies to other sensitive but unclassified information received by DHS from other government and non-governmental activities.

The contractor shall:

1. Be aware of and comply with the safeguarding requirements for "For Official Use Only" (FOUO) information as outlined in this directive.
2. Participate in formal classroom or computer-based training sessions presented to communicate the requirements for safeguarding FOUO and other sensitive but unclassified information.
3. Be aware that divulging information without proper authority could result in administrative or disciplinary action.

Contractors and consultants shall *execute a DHS Form 11000-6, Sensitive but Unclassified Information Non-Disclosure Agreement (NDA)*, as a condition of access to such information. Other individuals not assigned to or contractually obligated to DHS, but to whom access to information will be granted, may be requested to execute an NDA as determined by the applicable program manager. Execution of the NDA shall be effective upon date of the DHS Policy and not applied retroactively.

X. EMPLOYMENT ELIGIBILITY VERIFICATION

Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The Contractor shall agree that each employee working on this contract will successfully

pass the DHS Employment Eligibility Verification (E-Verify) program, which is operated by the Department of Homeland Security in partnership with the Social Security Administration to establish work authorization.

The Contractor shall ensure that each employee working on this contract has a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of its own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations, and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

XI. DHS CLASS DEVIATION SPECIAL CYBER HYGIENE CLAUSE (HSAR) 48 CFR 3052.204–71 Contractor employee access.

CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107–296, 196 Stat. 2135), as amended,

the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of

Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards, or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the

Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the sub-contractor may have access to Government facilities, sensitive information, or resources.

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

XII. FEDERAL RECORDS ACT COMPLIANCE

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes FEMA records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their FEMA contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation

of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. FEMA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of FEMA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to FEMA. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the SOW. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to FEMA control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the SOW. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and FEMA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with FEMA policy.
8. The Contractor shall not create or maintain any records containing any non-public FEMA information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The FEMA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government (i.e., FEMA) for

which FEMA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Accordingly, all FEMA data and records shall be returned upon completion of project. Under no circumstances, the Contractor shall not destroy any records unless Contractor receives explicit written direction and or approval from FEMA. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

D - Packaging and Marking

D.1 No Clauses

The PA TAC V has no known requirements for Packaging, Marking and Shipping; however, the Contracting Officer reserves the right to incorporate Packaging, Marking and Shipping, at the task order level should the need occur.

D.1 Electronic Deliverables

Information regarding electronic deliverables will be stated on individual task orders.

E - Inspection and Acceptance

E.1 Clauses Incorporated by Reference

In accordance with FAR 52.252.2, this contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [FAR | Acquisition.GOV](https://www.far.acquisition.gov)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

E.2 General

When applicable, inspection and acceptance will be determined per individual task order. The Contracting Officer's Representative for each task order is the Government Official authorized to inspect and accept performance of work. However, each task order will identify the Government Officials which includes the Contracting Officer, Contracting Officer's Representative, and Task Monitor.

F - Deliveries or Performance

F.1 Clauses Incorporated by Reference

In accordance with FAR 52.252.2, this contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [FAR | Acquisition.GOV](#)

52.242-15 Stop-Work Order. (AUG 1989)

52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

G - Contract Administration Data

G.1 Invoice Instructions (Fixed Price)

INVOICE INSTRUCTIONS

The contractor shall submit a monthly invoice upon delivery and acceptance of all supplies or services as specified in the Section B clause, "Consideration and Payment". Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line-item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035 instructions:

SF 1034 – Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day, and year, beginning and ending dates of supplies or services delivered.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page

INVOICE INSTRUCTIONS (FIXED PRICE)

[Insert Total Amount here] of Standard Form 1035." Type the following certification, signed by an

authorized official, on the face of the Standard Form 1034. "I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

G.2 Invoice Preparation Instructions

SF 1035

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office. Voucher Number - insert the voucher number as shown on the Standard Form 1034. Schedule Number - leave blank. Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034. Articles or Services - insert the contract number as in the Standard Form 1034. Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable). A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line-item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date.

G.3 Invoice Instructions (Other than Fixed Price)

Billing Instructions for Provisional Invoices under Flexibly Priced Contracts:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other than Personal) and the Standard Form 1035 Continuation Sheet. The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost: The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- (iii) Indirect costs claimed must reflect the rates approved for provisional billing purposes by the Contracting Officer in accordance with FAR Part 42.7.
- (iv) The total fee billed, retainage amount, and available fee must be shown.
- (vi) The Contractor must prepare a Statement of Cost for each Contract Line Item (CLIN) and a

summary for the total invoiced cost.

(2) Supporting Documentation Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for T&M labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer approves a change in the billing rates, include a copy of the approval. All claimed subcontractor costs must be supported by submitting the same detail as outlined herein. Payments of invoices or vouchers shall be subject to the withholding provisions (if any) of the contract. In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

SF 1034 and 1035 instructions:

SF 1034 – Provisional/Interim Payment instructions

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day, and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page (OTHER THAN FIXED PRICE) [Insert Total Amt here] of Standard Form 1035." Type "COST REIMBURSABLEPROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

INVOICE INSTRUCTIONS (OTHER THAN FIXED PRICE)

[Insert Name here]

INVOICE INSTRUCTIONS (OTHER THAN FIXED PRICE)

[Insert Title here] (Name of Official) (Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

G.4 Invoice Preparation Instructions

SF 1035

The SF 1035 will be used for additional information required by the Contracting Officer and should be submitted as a continuation sheet to the SF 1034. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required. The information required on the SF 1035 may differ in format and content depending on the type of cost reimbursable contract (cost plus fixed fee, cost plus incentive fee, time and materials, etc.) Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

a. Show, as applicable, the target or estimated costs, target or fixed-fee, and total contract value, as adjusted by any modifications to the contract or order. The FAR permits the contracting officer to withhold a percentage of fixed fee until a reserve is set aside in an amount that is considered necessary to protect the Government's interest.

b. Each invoice or voucher for reimbursement shall include sufficient detail to identify costs properly chargeable to the contract. In addition, each invoice or voucher for reimbursement of costs shall detail the total vouchered charges by showing current and cumulative costs by cost element as follows:

(1) Direct Labor. For cost type contracts, list each total labor costs by indirect allocation base separately. For T&M contracts, list each labor category, rate per labor hour, hours worked, and extended total labor dollars per labor category.

(2) Premium Pay/Overtime. List each labor category, rate per labor hour, hours worked, and the extended total labor dollars per labor category. Note: Advance written authorization must be received from the contracting officer to work overtime or to pay premium rates; therefore, identify the contracting officer's written authorization to the contractor.

(3) Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the

contract allows for a separate fringe benefit pool, cite the rate, base, and extended amount.

(4) Materials, Supplies, Equipment. Show those items normally treated as direct costs. Expendable items need not be itemized and may be grouped into major classifications such as office supplies. However, items valued at \$5,000 or more must be itemized. See (FAR) 48 CFR part 45, Government Property, for reporting of property.

(5) Travel. List the name and title of traveler, place of travel, and travel dates. Show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately, on a daily basis. Travel costs for consultants must be shown separately and also supported.

(6) Other Direct Costs. Itemize those costs that cannot be placed in categories (1) through (5) above. Categorize these costs to the extent possible.

(7) Total Direct Costs. Cite the sum of categories (1) through (6) above.

(8) Overhead. Cite the rate, base, and extended amount.

(9) G&A Expense. Cite the rate, base, and extended amount.

(10) Total Costs. Cite the sum of categories (7) through (9) above.

(11) Fee. Cite the rate, base, and extended amount.

(12) Total Cost and Fee Claimed. Enter this amount on the SF 1034.

G.5 Invoice Approval

INVOICE APPROVAL (JUN 2014)

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract: [REDACTED]

G.6 Authorized Invoice Approver

[REDACTED]

G.7 Billing Instructions (JUN 2014)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at <http://www.gsa.gov/portal/forms/type/SF> when submitting a payment request. A payment request means any invoice or request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

Contractors must submit vouchers electronically in pdf format to the FEMA Finance Center at [REDACTED]. A copy of the voucher must be submitted electronically to the contracting officer identified within this contract. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

H – Special Contract Requirement

H.1 Offeror's Accounting System

3016.104 Factors in selecting contract types.

- (i) The contracting officer (CO) is required to ensure the offeror's accounting system is adequate before award of "other than firm fixed price" (OTFFP) contract. The following are OTFFP contract types: time and- material (T&M), labor-hour (LH), all types of cost reimbursement, fixed price with economic price adjustment based on actual costs, fixed price redetermination, and fixed price incentive. (Refer to FAR Part 16 for policy and information on specific contract types.) The contractor's accounting system must permit timely development of all necessary cost data in the form required by the proposed contract type and track costs allocable to the contract. Additionally, payment clauses require specific information be provided to process invoices or vouchers for payment. Refer to the Contracting Officer's Guide, Determining the Adequacy of a Contractor's Accounting System for guidance on ensuring the offeror's accounting system is adequate before award of an "other than firm fixed price" (OTFFP) contract. The guide provides solicitation language that may be tailored.

H.2 Task Order Process

The Contracting Officer (CO) will issue a Task Order Proposal Request (TOPR) to the contractor. The TOPR will identify:

- Period of Performance
- Area(s) of Operations
- Labor Category and quantities
- Place of Performance
- Tasks and Deliverables
- Other task order-relevant information (e.g., travel, additional training requirements, etc.).

While FEMA experience is not a requirement for the base contract, it may be a requested preference on task orders.

The CO will notify contractors of task order award. Any changes in personnel from contractor proposal to award shall be immediately communicated to the Contracting Officer's Representative (COR). The contractor shall have from the TOPR notification to a kickoff meeting to train their staff in the respective positions as prescribed in the training plan. If proposed staff are no longer available, all replacement candidates must be trained within five (5) calendar days of authorization to commence work. When proposed, that contractor shall notify FEMA that their staff will be trained (or is already trained) and are ready for assignment and deployment upon Task Order kickoff meeting and award.

The Contractor shall mobilize staff to support multiple, simultaneous PA task order disasters within a given year. Personnel are anticipated to support virtual or in person. The Government intends to limit task orders only to the contractor assigned to a particular zone.

As part of TOPR proposal, the contractor shall identify a Task Order Manager (TOM) and/or a designated Lead, to manage all task order Labor Category personnel. The Task Order Manager (TOM) and/or a designated Lead shall coordinate with the COR and TM on any travel-, performance-, and other contract related issues, and shall be available at any time to address issues identified by the COR

for the entire Period of Performance of the Task Order. The designated lead is also an operational staff member under CLIN 0002. The TOM is billable under CLIN 0003.

H.3 DHS Small Business Subcontracting Goals

In accordance with FAR 19.702, Offerors must submit to the Contracting Officer a Small Business Subcontracting Plan within seven (7) calendar days post contract award. The Small Business Subcontracting Plan will include, at a minimum, the goals set forth below for each socio-economic grouping listed.

CATEGORY	SUBCONTRACT GOAL
Total Small Business	43%
Small Disadvantaged Business	5%
SDVOSB	3%
WOSB	5%
HUBZone	3%

H.4 Non-Personal Services and Inherently Governmental Functions are Prohibited

The Contractor at any tier (Prime/Subcontractor) must not perform any personal services under this contract. The Government will not directly supervise any Contractor employee. All individual Contractor employee assignments, and daily work direction, must be given by the applicable Contractor Supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor must promptly notify the Contracting Officer of this communication and/or action.

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. Contractors must also ensure that all documents or reports produced by the Contractor are suitably marked as contractor products or that contractor participation is appropriately disclosed. During performance of this contract, the functions being performed shall not be changed or expanded to become inherently governmental.

The Contractors must ensure that all of its personnel working under this contract understand the prohibitions against personal services and performance of inherently Government functions. The Contractor must include this language in all subcontracts at any tier.

I – Contract Clauses

I.1 Clauses Incorporated by Reference

In accordance with FAR 52.252.2, this contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [FAR | Acquisition.GOV](https://www.far.acquisition.gov) [HSAR | Acquisition.GOV](https://www.hsar.acquisition.gov)

52.202-1 Definitions. (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-13 Contractor Code of Business Ethics and Conduct. (NOV 2021)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (JUN 2020)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)

52.204-13 System for Award Management Maintenance. (OCT 2018)

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (OCT 2016)

52.204-23 Prohibition on Contracting For Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (DEC 2023)

52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

52.215-2 Audit and Records - Negotiation. (JUN 2020)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.215-12 Subcontractor Certified Cost or Pricing Data. (JUN 2020)

52.215-19 Notification of Ownership Changes. (OCT 1997)

52.216-7 Allowable Cost and Payment. (AUG 2018)

52.219-8 Utilization of Small Business Concerns. (OCT 2022)

52.219-9 Small Business Subcontracting Plan. (OCT 2022)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of segregated facilities. (APR 2015)

52.222-26 Equal Opportunity. (SEP 2016)

52.222-41 Service Contract Labor Standards. (AUG 2018)

52.222-50 Combating Trafficking in Persons. (NOV 2021)

52.222-54 Employment Eligibility Verification. (MAY 2022)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-15 Energy Efficiency in Energy-Consuming Products. (May 202)

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.224-3 Privacy Training – Alternate I (Deviation)

52.225-1 Buy American. – Supplies (OCT 2022)

52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2021)

52.227-14 Rights in Data-General. (MAY 2014)

52.230-2 Cost Accounting Standards. (JUN 2020)

52.230-4 Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns. (JUN 2020)

52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

52.232-1 Payments. (APR 1984)

52.232-17 Interest. (MAY 2014)

52.232-18 Availability of Funds. (APR 1984)

52.232-22 Limitation of Funds. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-25 Prompt Payment. (JAN 2017)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

52.233-1 Disputes. (MAY 2014)

52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)

52.233-3 Protest After Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.237-3 Continuity of Services. (JAN 1991)

52.239-1 Privacy or Security Safeguards. (AUG 1996)

52.242-13 Bankruptcy. (JUL 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

52.245-1 Government Property. (SEP 2021)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.248-1 Value Engineering. (JUN 2020)

52.253-1 Computer Generated Forms. (JAN 1991)

3052.203-70 Instructions for Contractor Disclosure of Violations. (SEP 2012)

3052.204-72 Safeguarding of Controlled Unclassified Information (CUI). (JUL 2023)

3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents. (JUL 2023)

3052.204-71 Contractor employee access. (SEP 2012) - Alternate I (SEP 2012)

3052.205-70 Advertisements, Publicizing Awards, and Releases. (SEP 2012)

3052.219-71 DHS mentor-protege program. (JUN 2006)

3052.242-72 Contracting Officer's Representative. (DEC 2003)

I.2 52.203-14 Display of Hotline Poster(s). (NOV 2021)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

**Department of Homeland Security
Federal Emergency Management Agency
Public Assistance Division**

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

I.3 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

(a) *Definitions*. As used in this clause-
Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

I.4 52.204-2 Security Requirements. (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified *Confidential, Secret, or Top Secret*.

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (32 CFR part 117), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

I.5 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ) contract allowing for the issuance of **Hybrid (Fixed Price, Time & Materials and Labor Hour) type task orders**.

(End of provision)

I.6 52.216-18 Ordering. (AUG 2020)

(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 contract award through the end of the contract period of performance.

(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) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
- (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.7 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000.00**, 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 **\$100,000,000.00**;

(2) Any order for a combination of items in excess of **\$200,000,000.00**; or

(3) A series of orders from the same ordering office within **1** calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 **1** calendar 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)

I.8 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 after the stated period of performance in the task order but not to exceed 5 years. Up to an additional 6 months if the task order includes FAR 52.217-8.*

(End of clause)

I.9 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6** months. The Contracting Officer may exercise the option by written notice to the Contractor within **45** calendar days of end of contract period of performance.

(End of clause)

I.10 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30** calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **45** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **58** months.

(End of clause)

I.11 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts. (NOV 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (FAR) 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR subpart 31.2 in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the

Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended, and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I.12 52.243-7 Notification of Changes. (JAN 2017)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 24 hours (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 48 hours (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the

Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases *contract price* and *cost* wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.13 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

FAR | Acquisition.GOV

HSAR | Acquisition.GOV

(End of clause)

I.14 3052.209-72 Organizational conflict of interest. (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting as defined FAR Subpart 9.5.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

__ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this clause.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this clause do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this clause.

(g) Flow-down. The contractor shall insert the substance of this clause in each first-tier subcontract that exceeds the simplified acquisition threshold.

(End of clause)

I.15 3052.215-70 Key personnel or facilities. (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Program Manager

Deputy Program Manager

(End of clause)

J – List of Documentation, Exhibits and Other Attachments

J.1 List of Attachments

Attachment Number	Title	Date
Attachment 1	Labor Category Qualifications	08/11/2023
Attachment 2	Performance Requirements Summary (PRS) Matrix	08/11/2023
Attachment 3	Security & Badging	No Date
Attachment A	Contractor's Price Proposal	
Attachment B	WD File 1 (Revised)	06/30/2023
Attachment B	WD File 2 (Revised)	06/30/2023
Attachment B	WD File 3 (Revised)	06/30/2023
Attachment B	WD File 4 (Revised)	06/30/2023
Attachment B	WD File 5 (Revised)	06/30/2023
Attachment B	WD File 6 (Revised)	06/30/2023