

## AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER  
UNDER DPAS (15 CFR 700)

RATING

N/A

PAGE OF PAGES

1

2. CONTRACT NO. (Proc. Inst. Ident.)

HSFR20-14-C-0001

3. EFFECTIVE DATE

10-01-2013

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY

CODE

Department of Homeland Security/FEMA  
Acquisition Preparedness Branch  
Building D - Acquisition  
16825 South Seton Avenue  
Emmitsburg MD 21727

6. ADMINISTERED BY (If other than Item 5)

CODE

Department of Homeland Security/FEMA  
Acquisition Preparedness Branch  
Building D -- Acquisition  
16825 South Seton Avenue  
Emmitsburg MD 21727

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)

OMNI CORPORATION  
2725 Broadbent Pkwy NE, STE B  
Albuquerque, NM 87107

DUNS: 611569914

DUNS+4:

8. DELIVERY



FOB ORIGIN



OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES

(4 copies unless otherwise  
specified) TO THE  
ADDRESS SHOWN IN

ITEM

G.3

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

Department of Homeland Security/FEMA  
ATTN: Valerie Benson  
Bldg. I  
16825 South Seton Avenue  
Emmitsburg MD 21727

12. PAYMENT WILL BE MADE BY

CODE

FEMA Finance Center

P.O. Box 9001  
Winchester VA 22604

PHONE:

FAX:

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:



10 U.S.C. 2304(c)( )



41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

SUBJECT TO THE AVAILABILITY OF FY 2014 FUNDS

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
---------------	------------------------	---------------	-----------	-----------------	-------------

NETC Facility Operations &amp; Maintenance Services

15G. TOTAL AMOUNT OF CONTRACT

\$3,869,869.27

## 16. TABLE OF CONTENTS (SEE NEXT PAGE FOR TOC)

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS /WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to Issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

19A. NAME AND TITLE OF SIGNER (Type or print)

Nancy J. Magana, President

19B. NAME OF CONTRACTOR

By Nancy J. Magana

19C. DATE SIGNED

09/19/2013

18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.)

Your bid on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

20A. NAME OF CONTRACTING OFFICER

Kimberly A. Logue

20B. UNITED STATES OF AMERICA

BY Kimberly A. Logue  
(Signature of Contracting Officer)

20C. DATE SIGNED

9/19/13

## Table of Contents

<b>CLAUSE NUMBER/TITLE</b>	<b>PAGE NUMBER</b>
<b>PART I – THE SCHEDULE</b>	<b>A-1</b>
<b>SECTION A – AWARD/CONTRACT FORMAT</b>	<b>A-1</b>
SF 26 – Award/Contract	A-1
<b>SECTION B – SUPPLIES AND/OR SERVICES AND PRICE/COST</b>	<b>B-1</b>
B.1 Notice of Hybrid Contract	B-1
B.2 Supplies and/or Services to be Furnished.	B-1
B.3 Consideration—Hybrid Fixed Price/Cost Reimbursable	B-3
B.4 Ground Transportation Rates	B-3
<b>SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK</b>	<b>C-1</b>
C.1 Performance Work Statement	C-1
<b>SECTION D – PACKAGING AND MARKING</b>	<b>D-1</b>
D.1 Notice of Hybrid Contract	D-1
D.2 Preservation, Packing and Packaging	D-1
<b>SECTION E – INSPECTION AND ACCEPTANCE</b>	<b>E-1</b>
E.1 Notice of Hybrid Contract	E-1
E.2 Notice Listing Contract Clauses Incorporated by Reference	E-1
E.3 Inspection and Acceptance	E-1
E.4 Performance Evaluation	E-2
E.5 Government Quality Assurance Plan and Surveillance	E-2
E.6 Methods of Surveillance	E-2
E.7 Performance of Government Contract Quality Assurance Functions	E-2
<b>SECTION F – DELIVERIES OR PERFORMANCE</b>	<b>F-1</b>
F.1 Notice of Hybrid Contract	F-1
F.2 Notice Listing Contract Clauses incorporated by Reference	F-1
F.3 Period of Performance	F-1
F.4 Principal Place of Performance	F-1
F.5 Federal Holidays	F-1
F.6 Deliverables	F-2
<b>SECTION G – CONTRACT ADMINISTRATION</b>	<b>G-1</b>
G.1 Notice of Hybrid Contract	G-1
G.2 Identification of Government Officials	G-1
G.3 Invoices	G-1
G.4 Property Administrator	G-3
G.5 Technical Direction and Surveillance	G-3
G.6 Designation of Contracting Officer's Representative	G-4
G.7 Payment – Fixed Price	G-4

<b>CLAUSE NUMBER/TITLE</b>	<b>PAGE NUMBER</b>
G.8 Payment – Cost Reimbursement	G-4
G.9 Payment--Contractor Supervision	G-4
<b>SECTION H – SPECIAL CONTRACT REQUIREMENTS</b>	<b>H-1</b>
H.1 Notice of Hybrid Contract	H-1
H.2 HSAR 3052.215-70 Key Personnel or Facilities (DEC 2003)	H-1
H.3 Minimum Qualifications for Personnel	H-1
H.4 Wage Determination	H-4
H.5 Annual Reporting of Inventory Values of Capital Property	H-4
H.6 Government-Furnished Property	H-4
H.7 Acquisition of Government Property	H-4
H.8 Contractor Utilization of Government Facilities	H-4
H.9 Non-Personal Services	H-5
H.10 Welfare to Work	H-5
H.11 Electronic and Information Technology	H-5
H.12 Limitation of Contractor Obligation	H-6
H.13 Environmental Protection	H-6
H.14 Salvage	H-7
H.15 Disposal	H-7
H.16 Identification of Contractor Employees	H-7
H.17 Identification of Contractor Vehicles	H-7
H.18 Permits	H-8
H.19 Warranty of Services	H-8
H.20 Liability	H-8
<b>PART II – CONTRACT CLAUSES</b>	<b>I-1</b>
<b>SECTION I – CONTRACT CLAUSES</b>	<b>I-1</b>
I.1 Notice of Hybrid Contract	I-1
I.2 Notice Listing Contract Clauses Incorporated by Reference	I-1
I.3 52.204-12 Data Universal Numbering System Number Maintenance (DEC 2012)	I-3
I.4 52.204-13 Central Contractor Registration Maintenance (JUL 2013)	I-4
I.5 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	I-5
I.6 52.215-23 Limitation on Pass-Through Charges (OCT 2009)	I-6
I.7 52.217-8 Option to Extend Services (NOV 1999)	I-7
I.8 52.217-9 Option to Extend the Term of the Contract (MAR 2000)	I-7
I.9 52.219-28 Post-Award Small Business Program Representation (JUL 2013)	I-8
I.10 52.222-17 Non-Displacement of Qualified Workers (JAN 2013)	I-9
I.11 52.222-21 Prohibition of Segregated Facilities (FEB 1999)	I-12
I.12 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	I-12
I.13 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)	I-13
I.14 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)	I-14

<b>CLAUSE NUMBER/TITLE</b>	<b>PAGE NUMBER</b>
I.15 52.252-2 Clauses Incorporated by Reference (FEB 1998)	I-14
I.16 HSAR 3052.204-71 Contractor Employee Access (SEP 2012) Alternate 1	I-15
I.17 HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)	I-16
I.18 HSAR 3052.242-72 Contacting Officer's Representative (DEC 2003)	I-18
I.19 NARA Records Management Language for Contracts	I-18
<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	J-1
<b>SECTION J – LIST OF ATTACHMENTS</b>	<b>J-1</b>



**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 NOTICE OF HYBRID CONTRACT**

This is a Hybrid Fixed Price/Cost Reimbursement type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

**B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

The Contractor shall provide all labor, materials, and facilities, (except as may be expressly set forth in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Performance Work Statement (PWS) included in Section C.

BASE PERIOD (10-01-2013 – 09-30-2014)

CLIN	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
0001	Facility Support Services	12	mos.	(b)(4)	
0002	Parts, Materials and Supplies for all Work Orders and ground transportation for additional field trips above those identified in the PWS. (These items are not included under the fixed price portion of the contract.)	1	LOT	(b)(4)	
	Handling Rate (%)	(b)(4)	=		(b)(4)
	COST/REIMBURSABLE ITEMS AND HANDLING RATE NTE AMOUNT				
0003	Vehicles (Deliverable End Item) (Contractor Acquired Property-title shall pass to and vest with the Government- Delivery by 11/30/13)				
	(1) Passenger Van	1	each	(b)(4)	
	(2) Passenger Van	1	each		
	(3) Courier Vehicle	1	each		
	TOTAL AMOUNT FOR VEHICLES				(b)(4)
TOTAL BASE PERIOD					\$ 3,869,869.27

## OPTION YEAR I (10-01-2014 – 9-30-2015)

CLIN	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
1001	Facility Support Services	12	mos.	(b)(4)	
1002	Parts, Materials and Supplies for all Work Orders and ground transportation for additional field trips above those identified in the PWS. (These items are not included under the fixed price portion of the contract.)	1	LOT		(b)(4)
	Handling Rate (%)			(b)(4) =	(b)(4)
COST/REIMBURSABLE ITEMS AND HANDLING RATE NTE AMOUNT					
TOTAL OPTION YEAR I					<u>\$ 3,795,346.24</u>

## OPTION YEAR II (10-01-2015 – 09-30-2016)

CLIN	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
2001	Facility Support Services	12	mos.	(b)(4)	
2002	Parts, Materials and Supplies for all Work Orders and ground transportation for additional field trips above those identified in the PWS. (These items are not included under the fixed price portion of the contract.)	1	LOT		(b)(4)
	Handling Rate (%)			(b)(4) =	(b)(4)
COST/REIMBURSABLE ITEMS AND HANDLING RATE NTE AMOUNT					
TOTAL OPTION YEAR II					<u>\$ 3,817,908.88</u>

## OPTION YEAR III (10-01-2016 – 09-30-2017)

CLIN	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
3001	Facility Support Services	12	mos.	(b)(4)	
3002	Parts, Materials and Supplies for all Work Orders and ground transportation for additional field trips above those identified in the PWS. (These items are not included under the fixed price portion of the contract.)	1	LOT		(b)(4)
	Handling Rate (%)			(b)(4) =	(b)(4)
COST/REIMBURSABLE ITEMS AND HANDLING RATE NTE AMOUNT					
TOTAL OPTION YEAR III					<u>\$ 3,841,392.76</u>

## OPTION YEAR IV (10-01-2017 – 09-30-2018)

CLIN	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
4001	Facility Support Services	12	mos.	(b)(4)	
4002	Parts, Materials and Supplies for all Work Orders and ground transportation for additional field trips above those identified in the PWS. (These items are not included under the fixed price portion of the contract.)	1	LOT		(b)(4)
	Handling Rate (%)	(b)(4)	=		(b)(4)
COST/REIMBURSABLE ITEMS AND HANDLING RATE NTE AMOUNT					
TOTAL OPTION YEAR IV					\$ 3,865,844.20
TOTAL FOR ALL YEARS COMBINED					\$ 19,190,361.35

**B.3 CONSIDERATION — FIXED-PRICE**

## FIXED PRICE:

The Total Firm Fixed Price for the Fixed Price CLINs of this contract is (b)(4) The total Not-To-Exceed (NTE) amount is (b)(4)

## COST REIMBURSABLE:

The Total Not-To-Exceed Estimated Amount for Cost Reimbursable CLINs of this contract is (b)(4)

**B.4 GROUND TRANSPORTATION RATES**

(a) Below are firm fixed price rates to be utilized for invoicing ground transportation for field trips which exceed the number of trips in the PWS:

BASE PERIOD	(b)(4)	per trip
OPTION YEAR I	(b)(4)	per trip
OPTION YEAR II	(b)(4)	per trip
OPTION YEAR III	(b)(4)	per trip
OPTION YEAR IV	(b)(4)	per trip

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 PERFORMANCE WORK STATEMENT**

The Performance Work Statement is attached and is listed in Section J of Part III.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 NOTICE OF HYBRID CONTRACT**

This is a Hybrid Fixed Price/Cost Reimbursement type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

### **D.2 PRESERVATION, PACKING AND PACKAGING**

Preservation, packing and packaging for shipment of all items ordered hereunder shall be in accordance with commercial practice and adequate to insure both acceptance by common carrier and safe transportation at the most economical rate(s).



**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE OF HYBRID CONTRACT**

This is a Hybrid Fixed Price/Cost Reimbursement type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

**E.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

	NUMBER	TITLE	DATE
\$	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
@	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
\$	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
@	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

**E.3 INSPECTION AND ACCEPTANCE**

Final inspection and acceptance shall be by the Contracting Officer or his/her duly authorized representative at:

Inspection: National Emergency Training Center  
16825 South Seton Avenue  
Emmitsburg, MD 21727

Acceptance: National Emergency Training Center  
16825 South Seton Avenue  
Emmitsburg, MD 21727

For the purpose of this clause, the COR named in the Designation of Contracting Officer's Representative clause in this contract is the representative of the Contracting Officer. The Contracting Officer reserves the right to unilaterally designate other Government agents as authorized representatives. Should such occur, the Contractor will be notified by a written notice.

**\$ E.4 PERFORMANCE EVALUATION**

During performance of this contract, the Contractor shall be evaluated by the COR, or other designated personnel, in accordance with the overall level of compliance with the contract and the demonstrated quality and timeliness of the services provided. The Quality Assurance Surveillance Plan (QASP) lists the performance requirements by Selected Service Performance Areas (SSPA) for which Contractor performance will be measured when performing under this contract. This does not replace the performance requirements stated in Section C. The Contractor's approved Quality Control Plan (QCP) and QASP will be incorporated into the contract upon award. The Government and the Contractor may by mutual agreement adjust the standards and/or identify additional performance elements as may be necessary to ensure that the performance standards for work specified in the contract reflect the requirements.

**\$ E.5 GOVERNMENT QUALITY ASSURANCE PLAN AND SURVEILLANCE**

The Government will perform those quality assurance procedures that may be necessary to verify that performance is in accordance with the terms of the contract. Government quality assurance will be performed routinely by the COR; however, other activities may be called upon to support this effort as required. A Quality Control Plan (QCP) and Quality Assurance Surveillance Plan (QASP) will be provided by the Contractor and incorporated into the contract. The QASP will be used by the Government to evaluate the Contractor's performance over the life of the contract. Through this evaluation, the COR will identify both positive and negative aspects of the contractor's performance. This will allow the COR to communicate to the contractor those aspects that are strengths of their performance, and those aspects considered to be deficiencies/weaknesses in their performance and which need to be addressed and corrected. For those services listed in the QASP, the COR or designated quality assurance evaluators will follow the methods of surveillance specified in this contract. The COR or designated quality assurance evaluators will record all surveillance observations and will maintain a file of all inspections results. Government surveillance of tasks not listed in the QASP may occur during the performance of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Successive months of unsatisfactory performance for any SSPA item may result in other appropriate action(s) by the Contracting Officer in accordance with the Inspection of Services clause, including Termination for Default. Any action taken by the Contracting Officer as a result of surveillance will be in accordance with the terms of this contract.

**\$ E.6 METHODS OF SURVEILLANCE**

The Government may use a variety of surveillance methods to evaluate the Contractor's performance. These include, but are not limited to, random sampling of recurring services, periodic surveillance of the Contractor's quality control program, test calls, and validated customer complaints.

**\$ E.7 PERFORMANCE OF GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS**

In accordance with the Inspection of Services clause of this contract, the Government intends to perform the quality assurance functions listed in the QASP.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE OF HYBRID CONTRACT**

This is a Hybrid Fixed Price/Cost Reimbursement type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

**F.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

	NUMBER	TITLE	DATE
\$	52.242-15	STOP-WORK ORDER	AUG 1989
@	52.242-15	STOP-WORK ORDER	AUG 1989
		ALTERNATE I (APR 1984)	
\$	52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
	52.247-34	F.O.B. DESTINATION	NOV 1991

**F.3 PERIOD OF PERFORMANCE**

The period of performance of the Base Period of this contract is twelve (12) months; from October 1, 2013 to September 30, 2014. The Government may extend this contract by exercising Options, in accordance with the Options Clause at FAR 52.217-9. However, the Total Performance Period, including all Option Periods shall not exceed Sixty (60) months.

**F.4 PRINCIPAL PLACE OF PERFORMANCE**

The effort required under this contract shall be performed at:

National Emergency Training Center  
16825 South Seton Avenue  
Emmitsburg, MD 21727

**F.5 FEDERAL HOLIDAYS**

The contractor shall provide services on Federal Holidays as identified in the Performance Work Statement.

**F.6 DELIVERABLES**

The contractor shall acquire the vehicles identified in the PWS which will become Government property in accordance with FAR Clause, 52.245-1, Government Property. This property is hereby identified as a deliverable end item to be retained by the contractor for use after inspection and acceptance by the Government. A modification will be issued to this contract to identify the vehicles as accountable Government Furnished Property in Technical Exhibit 2 of the PWS. In accordance with FAR, 52.245-1(e), since the vehicles are identified as a deliverable end item the Government retains the title.

In addition, the contractor shall prepare and submit reports and logs as specified in Technical Exhibit 4, Required Reports and Logs.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 NOTICE OF HYBRID CONTRACT**

This is a Hybrid Fixed Price/Cost Reimbursement type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

**G.2 IDENTIFICATION OF GOVERNMENT OFFICIALS**

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Kimberly A. Logue

Phone: 301-447-12665

Email: kim.logue@fema.dhs.gov

Contract Specialist:

Name: Cindy Adams

Phone: 301-447-1221

Email: cindy.adams@fema.dhs.gov

Contracting Officer's Representative:

Name: Valerie Benson

Phone: 301-447-7576

Email: valerie.benson@fema.dhs.gov

**G.3 INVOICES**

An invoice is a written request for payment under this contract for supplies delivered or for services rendered. Payment of invoices submitted under this contract shall be made in accordance with the terms and conditions of the Prompt Payment clause and in accordance with the provisions of other clauses in this contract. Failure or refusal to provide the following information on all invoices submitted under this contract may result in the invoice being considered improper for payment in accordance with the Prompt Payment clause. In order to be proper, an invoice must include, as applicable, the following:



## a. GENERAL INFORMATION

1. Name of Contractor
2. Invoice date
3. Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.
4. Shipment number and date of shipment (bill-of-lading number and weight of shipment will be shown for shipments on Government bills of lading).
5. Name, title, phone number and complete mailing address of responsible Official who can be contacted in the event of an improper invoice, if there are questions, or additional information is needed by this agency to process payment.
6. Any other information or documentation required by other provisions of the Contract including receipts for all price reimbursable items.
7. Invoices shall be prepared and submitted either electronically or via postal service as follows:

PAYMENT OFFICE:

Number	Distribution
Original and 2 Copies	FEMA Finance Center P.O. Box 9001 Winchester, VA 22604
-- OR --	
Electronically to:	FEMA-FINANCE-VENDOR-PAYMENTS@fema.dhs.gov and mandy.lang@fema.dhs.gov

CONTRACTING OFFICE:

1 Copy	DHS/FEMA/NETC Attn: Cindy Adams, D-111 16825 South Seton Avenue Emmitsburg, MD 21727
--------	---

-- OR --

Electronically to:	cindy.adams@fema.dhs.gov
--------------------	--------------------------

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

1 Copy	DHS/FEMA/NETC ATTN: Valerie Benson 16825 South Seton Avenue Emmitsburg, MD 21727
--------	---

--- OR ---

Electronically to: Valerie.benson@fema.dhs.gov

#### b. ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

In accordance with FAR Clause, 52.204-7, System For Award Management (SAM), the contractor must be registered in the SAM database which is the primary Government repository for prospective federal award information and the centralized Government system for contracting related processes. The contractor must be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

If at any time during the term of this contract, the vendor's EFT information changes, (i.e. financial agent, RTN, account number, etc.) the vendor must update/edit the SAM database to reflect these changes.

#### G.4 PROPERTY ADMINISTRATOR

The designated Property Administrator for Government property acquired for use under this contract shall be: Deb Coshun

#### G.5 TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the COR, who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COR, regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the specifications of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

(1) the technical direction is rescinded in its entirety

(2) the technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR whom the Contracting Officer shall appoint shall be at the Contractor's risk.

#### **G.6 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

For the purpose of this contract the COR shall be: Valerie Benson

#### **G.7 PAYMENT – FIXED PRICE**

The Government will pay the contractor the Fixed Prices specified for CLINs 0001, 2001, 3001, and 4001, upon acceptance of work/deliverables by the Government. Acceptance shall be determined by the COR.

#### **G.8 PAYMENT – COST REIMBURSEMENT**

The contractor shall be reimbursed for actual costs of all parts, materials and supplies for all work orders, plus a handling fee under CLINs 0002, 1002, 2002, 3002, and 4002, as allowable under Subpart 31.2 of the FAR, subject to the Limitation of Funds Clause. The ground transportation for additional field trips is excluded and will be reimbursed at the fixed rates established under Clause B.4, Ground Transportation Rates. The contractor may request interim payments for allowable costs incurred during the performance period. Payment shall be subject to satisfactory performance, as determined by the COR and the Contracting Officer (CO). Each interim payment request shall be supported by a statement of costs incurred and claimed to constitute allowable costs. Final payment shall be made upon the CO's determination that all contract requirements have been satisfactorily completed.

#### **G.9 PAYMENT – CONTRACTOR SUPERVISION**

The contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any contractor personnel. The contractor's on-site management shall communicate with the COR to determine the Government's work requirements, as set forth in the Performance Work Statement (PWS), and shall assure that these requirements are fulfilled.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 NOTICE OF HYBRID CONTRACT

This is a Hybrid Fixed Price/Cost Reimbursement type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

### H.2 HSAR 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.

Key Personnel under this Contract:

Position/Title

Individual

Project Manager

Foreman

Residential/Transportation Services Supervisor

(b)(4);(b)(6)

### H.3 MINIMUM QUALIFICATIONS FOR PERSONNEL

**PROJECT MANAGER** - The Contractor shall provide an on-site full-time Project Manager to be responsible for overall project coordination and to act as the central point of contact with the Government. The Project Manager shall be authorized to act for the Contractor in all matters pertaining to this contract. The Project Manager shall be available on-site 8:30 a.m. through 5:00 p.m., Monday through Friday. During other than normal business hours, the Project Manager shall respond to on-site requests as necessary. The Project Manager shall have as a minimum the following qualifications/function capabilities:

(1) A minimum of five (5) years proven experience as an Engineer or Building Manager with a B.S. Degree and a background in the electrical, mechanical, or civil engineering trades and crafts. Ten (10) years proven management experience in electrical, mechanical, or civil engineering trades and crafts may be substituted for the education requirement and shall be provided in detail in the proposed Project Manager's resume.

(2) The ability to schedule and record work, write reports and communicate effectively with other persons.

(3) Served in a site management capacity or facility or public works department having overall responsibility for the operation and maintenance of a facility for a minimum of five (5) years.

(4) Previous experience in multi-service contracts of similar size and scope or experience in hotel-type management.

**FOREMAN** – Fully qualified in managing all aspects of maintenance and trades craft support services referenced in the PWS. The Foreman shall be authorized to act for the Contractor in the absence of the Project Manager in all matters pertaining to this contract. The Foreman shall be available on-site 8:30 a.m. – 5:00 p.m. Monday through Friday and whenever the Project Manager is absent. During other than normal business hours, in the absence of the Project Manager, the Foreman shall respond to on-site requests as necessary. The Foreman shall have as a minimum the following qualifications/function capabilities:

- (1) Shall have served at least five (5) years in a managerial/supervisory capacity and have ten (10) years work experience in an electrical, mechanical, or civil engineering trades and crafts related field.
- (2) An Associate's Degree or proven equivalent work experience in the above trades fields.
- (3) Good written, verbal communication skills and organizational skills.
- (4) Previous experience in multi-service contracts of similar size and scope or experience.

**MECHANICS (MAINTENANCE)/HVAC MECHANIC** - Fully-qualified capable of operating, maintaining, and performing repairs on all building mechanical equipment and mobile equipment. Mechanics shall have the following qualification/function capabilities as a minimum:

- (1) Minimum of three (3) years experience as a journeyman mechanic dealing with the various types of equipment to be serviced under this contract.
- (2) Due to the nature of the equipment, the specific qualifications of the mechanics should provide performance capability on various types of equipment with a balance maintained between skills, i.e., air handler unit, pneumatic control systems, high and low pressure steam systems, refrigeration/chilled water system, kitchen equipment, pumps, etc. Mechanics shall be expected to perform all duties required under this contract as assigned by the Project Manager. Such duties include performance of items of work as specified in the PWS.
- (3) The ability to work independently with a minimum of supervision.

**ELECTRICIANS (MAINTENANCE)** - Fully qualified capable of operating, maintaining, and performing repairs on all building electrical equipment and ancillary equipment. Electricians shall have the following qualification/functional capabilities as a minimum:

- (1) A minimum of three (3) years experience as a journeyman electrician dealing with various electrical controls, circuitry, and power equipment to be serviced under this contract.
- (2) Due to the nature of the electrical requirements the qualifications of the electricians may vary to provide more highly skilled performance in one specific type of electrical work. Others may be skilled in different areas of electrical expertise, i.e., switchgear service and maintenance, motor controls, and power.

**CARPENTER** - Fully qualified capable of performing necessary building or reparations to Historic National Registry buildings and structures outlined in Technical Exhibit 3, NETC Site Characteristics. Carpentry includes wood, cement, stone and brick structures, and it is expected that the carpenter will be sufficiently diversified to perform necessary repairs as problems arise. Carpenter shall have the following qualifications/functional capabilities as a minimum:

- (1) The ability to master the necessary skills by having been a journeyman in the trade for a minimum of three (3) years or completed a formalized training program.
- (2) Due to the nature of the carpentry requirements, the qualifications of the carpenter may vary to provide more highly skilled performance in one specific type of work. Others may be skilled in different areas of carpentry/masonry expertise, i.e., brick or stone laying.



**MASON** - Fully qualified capable of performing necessary building or reparations to Historic National Registry buildings and structures outlined in Technical Exhibit 3, NETC Site Characteristics. Masonry includes wood, cement, stone and brick structures, and it is expected that the mason will be sufficiently diversified to perform necessary repairs as problems arise. Mason shall have the following qualifications/functional capabilities as a minimum:

- (1) The ability to master the necessary skills by having been a journeyman in the trade for a minimum of three (3) years or completed a formalized training program.
- (2) Due to the nature of the masonry requirements, the qualifications of the mason may vary to provide more highly skilled performance in one specific type of work. Others may be skilled in different areas of carpentry/masonry expertise, i.e., brick or stone laying.

**PLUMBER/STEAMFITTER** - Fully-qualified capable of performing necessary repairs to buildings and structures outlines in Technical Exhibit 3, NETC Site Characteristics. Plumbing and steam fitting includes pipes, fixtures, steam pipes, heating, ventilating and refrigeration systems, and it is expected that the plumber/steamfitter will be sufficiently diversified to perform necessary repairs as problems arise. Plumber/steamfitter shall have the following qualifications/functional capabilities as a minimum:

- (1) The ability to master the necessary skills by having been a journeyman in the trade for a minimum of three (3) years or completed a formalized training program.
- (2) Steamfitter shall be qualified and experienced for at least one (1) year on high pressure steam lines.
- (3) Due to the nature of the plumber/steamfitter requirements, the qualifications of the Plumber/Steamfitter may vary to provide more highly skilled performance in one specific type of work. Others may be skilled in different areas of plumbing/steam fitting, i.e., refrigeration components or air-conditioner fixtures.

**GROUND'S SUPERVISOR** - Fully-qualified Grounds Supervisor capable of implementing, operating and maintaining an effective landscaping, turf maintenance and snow removal program. The Grounds Supervisor shall possess a thorough knowledge of grounds keeping duties, and have the following qualifications/functional capabilities as a minimum:

- (1) A two (2) year college certificate or Associates Degree in turf, grass and landscape maintenance. (Horticulture) Five (5) years proven work experience in this type of work may be submitted in lieu of the education requirement.
- (2) A minimum of five (5) years supervisory experience in landscaping, turf maintenance and snow removal activities for a similar size facility.
- (3) A Maryland State Pesticide certification in Tree and Shrub, Turf grass and industrial weed control.

**RESIDENTIAL/TRANSPORTATION SUPERVISOR** - Fully qualified in managing all aspects of the Residential and Transportation Services referenced in this PWS. The Residential/Transportation Supervisor shall have as a minimum the following qualifications/function capabilities:

- (1) A minimum of five (5) years proven experience as a Hotel or Hospitality/Concierge Manager with an A.S. Degree and a background in the Hospitality Industry. Ten (10) years proven management experience in Hotel or Hospitality may be substituted for the education requirement and shall be provided in detail in the proposed Residential/Transportation Supervisor resume.
- (2) The ability to schedule and record work, write reports and communicate effectively with other persons.
- (3) Previous experience in contracts of similar size and scope or experience in hotel-type management.

**H.4 WAGE DETERMINATION**

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination No. 2005-2103, Revision 12, dated June 13, 2012, which is included as Attachment B; and the Collective Bargaining Agreement (CBA) that is applicable to this contract for custodial workers only. The current CBA expires on September 30, 2015, and is included as Attachment C to this solicitation.

**H.5 ANNUAL REPORTING OF INVENTORY VALUES OF CAPITAL PROPERTY**

(a) The Contractor shall prepare and submit annually a FEMA Form 61-18 to report all Government owned capital equipment in the Contractor's care and custody pursuant to this contract with an inventory value of \$300 and above.

(b) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted to the Contracting Officer by October 15.

(c) The Contractor agrees to insert the reporting requirement in all first-tier subcontracts, except that such requirement shall provide for the submission of the subcontractor reports directly to the Contractor. The Contractor shall require the subcontractor reports to be submitted to him in sufficient time to meet the reporting date in paragraph (b) above.

(d) The Contractor's annual report shall consist of a consolidation of subcontractor reports and the contractor's report.

**H.6 GOVERNMENT-FURNISHED PROPERTY**

In accordance with the Government Property clause included in this contract, the Government will provide the following government furnished property for performance of the requirements in the PWS/contract.

See Technical Exhibit 2

**H.7 ACQUISITION OF GOVERNMENT PROPERTY**

The Contractor is authorized to acquire or fabricate the equipment listed below for use in the performance of this contract. This equipment shall become the property of the Government in accordance with the provisions of the clause of this contract entitled, "Government Property."

The contractor shall acquire all parts or components needed to repair Government Furnished Equipment or to repair or replace any component of the Government Facilities or systems as required by the PWS and terms and conditions of this contract up to \$2,500.00.

The contractor shall acquire the vehicles identified in the PWS which will become Government property in accordance with FAR Clause, 52.245-1, Government Property. This property is hereby identified as a deliverable end item to be retained by the contractor for use after inspection and acceptance by the Government. A modification will be issued to this contract to identify the vehicles as accountable Government Furnished Property in Technical Exhibit 2 of the PWS. In accordance with FAR, 52.245-1(e), since the vehicles are identified as a deliverable end item the Government retains the title.

**H.8 CONTRACTOR UTILIZATION OF GOVERNMENT FACILITIES**

(a) All of the effort required to be accomplished under this contract must be performed at a Government owned facility. The Contractor, therefore, will be granted ingress and egress at the specific facility where effort is to be performed.

(b) While Contractor personnel are at the Government facility, they are required to comply with all rules and regulations of the facility, specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves but also to other personnel who are Government employees or agents of the Government and to property at the site regardless of whether or not title to such property vests with the Government. Contractor personnel whose duties require their presence at a Government facility shall be clearly identifiable by the wearing of a distinctive badge obtained by the Contractor from the government. Prescribed identification for all Contractor personnel shall immediately be delivered to the installation security office for cancellation or disposition upon termination of employment with the Contractor or expiration or termination of contract(s) authorizing such identification.

(c) The Government property to which the Contractor will have access under this clause will be made available during the life of the contract. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the contractor thereby, and shall equitably adjust the delivery or performance dates of the contract price, or both, and any other contractual provision affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Government Furnished Property" clause, FAR 52.245-2.

(d) The facilities to which the Contractor has access will at all times be in the custody of the Government and will not be considered "Government Property" furnished to the Contractor. Government facilities located at the National Emergency Training Center, 16825 South Seton Avenue, Emmitsburg, Maryland, 21727 to include office and storage space, is provided on a no-charge-for-use basis for performance of the effort required by this contract.

## **H.9 NON-PERSONAL SERVICES**

A non-personal services contract is defined as "a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees." This is a non-personal services contract.

## **H.10 WELFARE TO WORK**

The Federal Emergency Agency is committed to hiring and retaining welfare recipients, including food stamp participants, into its workforce. FEMA encourages its contractors to contribute to this initiative by actively seeking welfare recipients for entry level, or other appropriate positions to the maximum extent possible. The individuals recruited through this program will have the opportunity to learn marketable skills, develop good work habits, and receive on-the-job training.

## **H.11 ELECTRONIC AND INFORMATION TECHNOLOGY**

The Federal Emergency Management Agency (FEMA) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Pursuant to the Workforce Investment Act of 1998, 29 U.S.C. 794d, FEMA must ensure the accessibility of its programs and activities to all current and potential users, specifically its obligation to acquire and use accessible Electronic and Information Technology (EIT) including web pages, software, telecommunications, kiosks and other information transaction machines, and fax machines, copiers, printers, and other information technology office equipment. To comply with the provisions of this clause, the contractor shall provide EIT that meets the intent of the Workforce Investment Act of 1998 which requires, regardless of medium, --

(i) individuals with disabilities who are Federal employees to have access to and use of information and data that is comparable to the access to and use of the information and data by Federal employees who are not individuals with disabilities; and

(ii) individuals with disabilities who are members of the public seeking information or services from FEMA to have access to and use of information and data that is comparable to the access to and use of the information and data by such members of the public who are not individuals with disabilities.

Furthermore, the contractor shall comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR 1194 and <http://www.section508.gov>.

## **H.12 LIMITATION OF CONTRACTOR OBLIGATION**

### **WORK ORDERS:**

The contractor shall be responsible for all parts, materials and supplies necessary to repair or replace existing structures existing structures for all maintenance and grounds maintenance work orders under the cost reimbursable CLINs of this contract. The contractor shall provide a written detailed estimate of the parts, materials and supplies to the COR for approval prior to commencing work on any work order that parts, materials and supplies are estimated to exceed \$2,500.00. The contractor will be reimbursed for actual costs of all parts, materials and supplies for all work orders, plus a handling fee, under cost reimbursable and handling rate CLINs for each year.

Labor required to perform all work orders shall be included in the firm fixed-price portion of the contract, CLINs 0001, 1001, 2001, 3001, and 4001.

### **EQUIPMENT:**

The contractor is responsible for the cost of replacing any equipment, as required. These costs are to be included in the firm-fixed price portion of the contract.

### **CONSTRUCTION WORK ORDERS:**

The contractor is required to perform work orders for construction projects that are estimated to be less than \$2,000.00, inclusive of parts, materials, equipment rental and labor costs. Labor costs for performance of this work shall be included in the firm-fixed price portion of the contract. However, for the purpose of determining the total cost of the construction work order, the contractor shall include labor costs in the work order estimate.

Construction projects that exceed \$2,000.00 are subject to the Davis Bacon Act, therefore, the contractor is not required to perform construction projects that exceed \$2,000.00.

Labor required to perform all construction work orders shall be included in the firm fixed-price portion of the contract, CLINs 0001, 1001, 2001, 3001, and 4001.

### **FIELD TRIPS:**

The contractor shall provide transportation for 28 Field Trips under the firm-fixed price portion of the contract (CLINs 0001, 1002, 2001, 3001 and 4001). If the number of Field Trips exceeds 28, the contractor will be reimbursed the rates specified in Clause B.4, Ground Transportation Rates, per trip.

### **HOUSEKEEPING**

This clause does not apply to housekeeping or janitorial services. The contractor is responsible for providing all labor, materials and supplies under the firm fixed-price portion of the contract.

## **H.13 ENVIRONMENTAL PROTECTION**

All Contractor operations shall be planned, initiated and carried out in such a manner as to avoid adverse effects upon the quality of the environment. The Contractor and/or his personnel are expressly prohibited from littering, polluting, disturbing and destroying the flora, fauna, soil, air and water which exist at the National Emergency Training Center. Specifically, the Contractor shall not introduce or dispense trash, litter, pollutants or garbage of any kind into or onto this station and shall ensure that oily

wastes and other hazardous substances are not disposed of in drains, ditches, sewer, or trash receptacles. Materials may be introduced into the complex which are required for the performance of any awarded contract. The Contractor is responsible for determining whether any waste generated is hazardous. All hazardous wastes must be disposed of by the contractor in accordance with all governing directives defined in Section 6 of the Performance Work Statement. No waste shall be disposed of or discharged in such a manner as could result in the pollution of ground water or the endangerment of the health or welfare of the public.

If it is determined that any material used in the execution of this contract does not comply with the environmental/pollution control abatement requirements established by this agency or higher authority, the Contracting Officer may direct that the use of such material be discontinued. All such designations made by the Contracting Officer shall be in writing and will recommend a substitute material which will be acceptable. Any such changes shall be at no additional cost to the Government. The Contractor and/or his personnel shall not hunt, trap, fish, bag, or otherwise remove wildlife of any description from this area. Enforcement of the above regulations will be accomplished by the Contracting Officer, or his designated representative, assisted by the NETC security force.

#### **H.14 SALVAGE**

All material and equipment removed or disconnected that are sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at his expense to the location specified by the Contracting Officer. The Contracting Officer will designate any material or equipment which may be reused for the performance of work under this contract. The Contractor shall remove all unusable material, equipment, and debris resulting from work under this contract from Government property at his expense. The Contractor shall reimburse the Government for any material or equipment removed or disconnected from Government property without Contracting Officer's consent which (1) is disposed of but is determined by the Contracting Officer to have been of value or usable, or (2) is exchanged or used as a trade-in, or (3) is used to obtain a rebate or discount for other material or equipment purchases.

#### **H.15 DISPOSAL**

Debris, rubbish, and unusable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property. The Contractor shall provide approved Department of Transportation (DOT) containers for the disposal of regulated wastes. The Contractor shall dispose of hazardous waste in accordance with the Resource Conservation and Recovery Act and its associated state and local regulations.

#### **H.16 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

All Contractor/Subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment.

#### **H.17 IDENTIFICATION OF CONTRACTOR VEHICLES**

Any Contractor-owned vehicles shall show the Contractor's name so that it is clearly visible and shall at all times, display a valid state license plate and safety inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.



**H.18 PERMITS**

The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, state and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences and at other times as requested by the Contracting Officer.

**H.19 WARRANTY OF SERVICES**

(a) This clause supersedes the "WARRANTY OF SERVICES (FAR 52.246-20) (MAY 2001)" clause, in Section I for all services provided under the contract related to appliances, mechanical and electrical equipment, and plumbing fixtures. The "WARRANTY OF SERVICES (FAR 52.246-20) (MAY 2001)" clause in Section I shall apply to all other services provided under the contract.

(b) The Contractor shall warrant materials and workmanship for one year after installation. The warranty shall apply to all Contractor furnished equipment and parts including, but not limited to, appliances, mechanical and electrical equipment and plumbing fixtures. The one year term of the warranty shall begin upon installation of the item. The Contractor shall deliver and install replacement parts, material, and equipment in accordance with these technical specifications.

(c) At the time of installation, the Contractor shall obtain and furnish to the Contracting Officer's designated representative written guarantees for all the equipment and appliances furnished under the contract. The Contractor shall furnish with each guarantee the name, address, and telephone number of the guarantor's representative nearest to the activity location who will provide the services prescribed by the terms of the guarantee.

(d) The Contractor shall execute all warranties on equipment provided by the Contractor and on Government furnished equipment under warranty. The Government will provide warranty data on Government equipment provided.

(e) When installed, the Contractor shall tag each item of warranted equipment or appliance with a durable, oil and water resistant tag approved by the Project Officer. The tag shall show the following information:

**EQUIPMENT WARRANTY TAG:**

Type of Equipment: \_\_\_\_\_  
Accepted Date : \_\_\_\_\_  
Warranted Until : \_\_\_\_\_  
Under Contract : \_\_\_\_\_

**H.20 LIABILITY**

The Government cannot indemnify the Contractor or its subcontractor(s) from liability as a result of the performance of work under this contract. Therefore, the Contractor is required to obtain adequate property, vehicle and liability insurance during the entire period of performance, as appropriate, in accordance with the provisions of the clause at FAR 52.228-7, which is incorporated into this contract in Section I. Evidence of such insurance must be submitted to the Contracting Officer as a condition of award.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE OF HYBRID CONTRACT**

This is a Hybrid Fixed Price/Cost Reimbursement type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

@ = applicable to Cost-Reimbursement line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

**I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED 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	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.210-1	MARKET RESEARCH	APR 2011
\$ 52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997

	52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
	52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
@	52.216-8	FIXED-FEE	JUN 2011
@	52.216-11	COST CONTRACT--NO FEE	APR 1984
	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
	52.222-3	CONVICT LABOR	JUN 2003
	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS	JUL 2005
		ACT-OVERTIME COMPENSATION	
	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
	52.222-26	EQUAL OPPORTUNITY	MAR 2007
	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
\$	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP 2009
	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
	52.223-6	DRUG-FREE WORKPLACE	MAY 2001
	52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY 2001
	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
	52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
	52.224-2	PRIVACY ACT	APR 1984
	52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
	52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
	52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
@	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
\$	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
\$	52.232-1	PAYMENTS	APR 1984
\$	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002

\$	52.232-11	EXTRAS	APR 1984
	52.232-17	INTEREST	OCT 2010
	52.232-18	AVAILABILITY OF FUNDS	APR 1984
@	52.232-20	LIMITATION OF COST	APR 1984
	52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
	52.232-25	PROMPT PAYMENT	JUL 2013
		ALTERNATE I (FEB 2002)	
	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANGAGEMENT	JUL 2013
	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
	52.233-1	DISPUTES	JUL 2002
	52.233-3	PROTEST AFTER AWARD	AUG 1996
@	52.233-3	PROTEST AFTER AWARD	AUG 1996
		ALTERNATE I (JUN 1985)	
	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
	52.242-13	BANKRUPTCY	JUL 1995
\$	52.243-1	CHANGES--FIXED PRICE	AUG 1987
		ALTERNATE II (APR 1984)	
@	52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
		ALTERNATE II (APR 1984)	
	52.244-2	SUBCONTRACTS	OCT 2010
	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2013
	52.245-1	GOVERNMENT PROPERTY	APR 2012
	52.245-9	USE AND CHARGES	APR 2012
\$	52.246-20	WARRANTY OF SERVICES	MAY 2001
	52.246-23	LIMITATION OF LIABILITY	FEB 1997
	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
	52.248-1	VALUE ENGINEERING	OCT 2010
	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
@	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
\$	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
	52.253-1	COMPUTER GENERATED FORMS	JAN 1991
	3052.228-70	INSURANCE	DEC 2003
	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013

### I.3 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this clause, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted--

(1) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office.

#### **I.4 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

(a) Definitions. As used in this clause--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes--

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements

regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted--

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

## **1.5 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and



(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

## **I.6 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

(a) Definitions. As used in this clause--

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

## **I.7 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 60 days of expiration of the contract.

## **I.8 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before 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 five (5) years.

## **I.9 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561210 assigned to contract number HSFE20-14-C-0001.

[Contractor to sign and date and insert authorized signer's name and title].

## **I.10 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)**

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional

information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be--

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: [displaced@dol.gov](mailto:displaced@dol.gov).

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures--

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

#### **I.11 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **I.12 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;



(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### **I.13 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
Service Order Dispatcher	\$15.59
Carpenter, Maintenance	\$21.00
Carpenter	\$21.00
Painter, Maintenance	\$21.00
General Maintenance Worker	\$21.00
Laborer, Grounds Maintenance	\$12.07
Locksmith	\$21.00

**HSFE20-14-C-0001****Section I**

Plumber, Maintenance	\$21.00	
HVAC Mechanic	\$23.07	
Electrician, Maintenance	\$27.65	
Electronics Technician I	\$21.00	(Contractor must
Electronics Technician II	\$23.07	decide which level
Electronics Technician III	\$27.65	to hire)
Fire Alarm System Mechanic	\$23.07	
Motor Vehicle Mechanic	\$23.07	
Driver Messenger	\$14.03	
Messenger	\$11.25	
Shipping Receiving Clerk	\$15.59	
General Clerk I	\$14.03	(Contractor must
General Clerk II	\$15.59	decide which level
General Clerk III	\$19.07	to hire for the Gen.
General Clerk IV	\$21.00	Clerk)
Switchboard Operator	\$14.03	
Supply Technician	\$23.07	
Warehouse Specialist	\$17.26	
Duplicating Machine Operator	\$14.03	
Material Coordinator	\$23.07	
Desk Clerk	\$14.03	

**I.14 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)**

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Sherri Dorns, OCPO, FEMA, 395 E St., SW, PP, 2<sup>nd</sup> Floor, Washington, DC 20472-3220.

**I.15 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):

<http://www.acquisition.gov/far/index.html>

**I.16 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012) ALTERNATE I (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 subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.



(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
- (2) The waiver must be in the best interest of the Government.

(l) 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.

## **I.17 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

### **(a) Prohibitions.**

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

### **(b) Definitions. As used in this clause:**

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4- year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) Warrants; (ii) Options; (iii) Contracts to acquire stock; (iv) Convertible debt instruments; (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

### **I.18 HSAR 3052.242-72 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

### **I.19 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS**

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. 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 by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. 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, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

**PART III – LIST OF DOCUMENTS. EXHIBITS AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT #	TITLE	DATE	PAGES
A	* PERFORMANCE WORK STATEMENT	04/26/13	51
	TECHNICAL EXHIBITS (TE) 1 THROUGH 15:		
	TE 1 Parts Inventory	01/30/13	78
	* TE 2 Government Furnished Property	01/30/13	32
	TE 3 NETC Site Characteristics	04/01/13	27
	TE 4 Required Reports and Logs		3
	TE 5 Equipment Maintenance:		
	Cover Page, A-01-004 - AV-685680		58
	AV-685996 - E-19-C074		55
	E-19-C075 - 1-04-D315-9		78
	I-04-D316-10 - XEROX		65
	TE 6 Preventive Maintenance Schedule		22
	TE 7 Preventive Maintenance Standards:		
	Cover Page, A-01 - DISTRIB		59
	E-01 - F-15		52
	F-16 - L-12-3		58
	M-01 - X-41		71
	TE 8 Inventory Control SOP		4
	TE 9 Copier Operations SOP	02/19/13	3
	TE 10 Warehouse Operation SOP	02/20/13	8
	TE 11 Mail Room and Courier Operation SOP	02/19/13	4
	TE 12 Residential and Transportation Services SOP		11
	* TE 13 Housekeeping and Janitorial Services SOP		28
	* TE 14 Landscaping and Miscellaneous Services SOP		7
	TE 15 Snow and Ice Removal SOP		2
B	DOL WAGE DETERMINATION NO. 2005-2103, Rev. 12, date 6/13/12		11
C	COLLECTIVE BARGAINING AGREEMENT/Housekeeping	09/26/12	28
D	HISTORICAL WORKLOAD DATA	01/30/13	6
E	HISTORICAL DATA COPIER PRODUCTION	04/01/13	3
F	HISTORICAL DATA TRANSPORTATION		4
G	HISTORICAL DATA SWIMMING POOL MAINTENANCE	04/01/13	3
H	FY 2014 COURSE OFFERING SCHEDULE	03/27/13	15
I	VEHICLE SPECIFICATIONS		3
J	HISTORICAL DATA FOR FIELD TRIPS FOR FY 2010, 2011 & 2012		9

**\*AS REVISED IN AMENDMENTS A00001 THROUGH A00008**