The following two tasks will be required to support this effort. Some of these tasks will be discrete, but others will extend across the period of performance.

The contractor will not make or decide policy or otherwise perform inherently governmental work.

2.1 SPECIFIC REQUIREMENTS/TASKS

2.2 Task 1. Grant Program Review
This effort requires assistance in completing a comprehensive preparedness grant program review to ensure that the program goals, scope and partners; all methodologies and associated analytic inputs; and any other assumptions are still relevant and therefore improving our nation’s capability to prepare for, protect against, respond to, recover from, and mitigate all hazards. The following sub-tasks are required to support the grant program review.

2.2.1 Gap Analysis
Assist in data collection efforts to ensure that all current and relevant information related to preparedness grants is collected for analysis. This includes: grant program guidance, grant reporting, all inputs and analysis associated with the grant determination, Threat and Hazard Identification and Risk Assessments (THIRAs), and stakeholder exchanges. This data will need to be analyzed in conjunction with Congressional guidance, any GAO reports, and the current risk and threat picture. The findings from these tasks will result in a gap analysis that will serve as the foundation for further inquiry.

2.2.2 Interagency Coordination and Stakeholder Outreach and Communication
FEMA GPD grants are developed and implemented in close coordination with internal and external stakeholders to include: state and local community and DHS program offices that support the grant programs such as TSA, the USCG, NPPD, Office of Intelligence and Analysis, and other public/private entities that own and/or manage sources of data. Stakeholder input during the grant review will be incorporated with FEMA GPD acceptance. Assistance is needed to coordinate working group sessions, teleconferences, briefings, joint analytic projects, and potentially joint program development. Some engagement coordination and outreach tasks will require travel.

2.2.3 Risk and Threat Analysis
As input to the grant review, assistance is needed to develop a risk and threat outlook that captures emerging and evolving threats and risks to our homeland. This analytic product will be developed in partnership with those federal agencies and stakeholders determined to have the most robust and trusted data sets. The most current open source information from both government sources and the private sector will need to be reviewed to create a risk outlook, from information that already exists to save time and costs.

2.2 Task 2. Policy Development and Implementation

The grant review analysis will determine the policy solutions to be developed and implement ensuring FEMA preparedness grants are distributed according to the current all hazard threat and
risk environment. The following sub-tasks are required to assist in the policy development and implementation task.

**2.2.1 Pilot Program Design and Execution**
Pilot programs will need to be designed and executed to test any new policy process and program recommendations that result from the grant review. This includes assisting in developing the pilot concept of operations (CONOPs), identifying pilot participants, managing all logistics, funding and personnel requirements, and designing the pilot metrics package.

During the pilot, all activity must be monitored to ensure that the pilot is proceeding according to the CONOPs and any necessary are adjustments made in coordination with the pilot team. Following the pilot, reports and develop recommendations will need to be created for the way forward. Some pilots may require travel.

**2.2.2 Metrics/Assessment**
In support of pilot projects and policy implementation, FEMA GPD will need assistance to develop meaningful metrics. These metrics will be the indicators, or guideposts, for the new process, policies, and programs being considered or implemented. Metrics are critical during the early and mid-stages of any pilot or program change to identify any necessary course corrections. Current FEMA GPD metrics will need to be reviewed to ensure that any beneficial connections or linkages are made to either reduce the reporting burden and duplication of effort.

**2.2.3 Policy Writing and Implementation**
FEMA GPD will need assistance in preparing policy documents in support of this effort, this includes supporting Standard Operating Procedures (SOPs), and any documents co-authored with stakeholders, briefings, talking points and speeches. During the policy implementation phase, FEMA GPD program leads will need assistance to ensure policies are implemented according to design and support troubleshooting.

**3.1 CONTRACTOR PERSONNEL**

**3.2 Qualified Personnel**
The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

**3.3 Continuity of Support**
The Contractor shall ensure that the contractually required level of support for this requirement is maintained at all times. The Contractor shall ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the Contracting Officer’s Representative (COR) prior to employee absence.

Otherwise, the Contractor shall provide a fully qualified replacement.

**3.4 Key Personnel**
Before replacing any individual designated as Key by the Government, the Contractor shall notify the Contracting Officer no less than 15 business days in advance, submit written justification for
replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the Key person being replaced, unless otherwise approved by the Contracting Officer. The Contractor shall not replace Key Contractor personnel without approval from the Contracting Officer. The following Contractor personnel are designated as Key for this requirement. Note: The Government may designate additional Contractor personnel as Key at the time of award.

*Project Manager*

3.3.1 Contractor Key personnel shall not be assigned by the Contractor to more than one key position for this requirement.

3.4 *Project Manager*

The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this SOW. The Project Manager shall be a single point of contact for the Contracting Officer and the COR. It is anticipated that the Project Manager shall be one of the senior level employees provided by the Contractor for this work effort. The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. The Project Manager is further designated as Key by the Government. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak and understand English.

Additionally, the Contractor shall not replace the Project Manager without prior approval from the Contracting Officer.

3.4.1 The Project Manager shall be available to the COR via telephone between the hours of 10am and 6pm EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within 2-4 hours of notification or first thing the following business day if request is made the second half of the day.

3.5 *Employee Identification*

3.5.1 Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee’s photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

3.5.2 Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued
3.6 Employee Conduct
Contractor’s employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, “off limits” areas, wearing of parts of FEMA uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security/Federal Emergency Management Agency. The Project Manager shall ensure Contractor employees understand and abide by DHS/FEMA established rules, regulations and policies concerning safety and security.

3.7 Removing Employees for Misconduct or Security Reasons
The Government may, at its sole discretion (via the Contracting Officer), direct the Contractor to remove any Contractor employee from FEMA facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

4.1 OTHER APPLICABLE CONDITIONS

4.2 Security Clearance.
Unclassified, Public Trust

4.3 Sensitive But Unclassified/for Official Use Only (FOUO) Information
The Contractor shall comply with FEMA’s published policies concerning sensitive but unclassified/FOUO information in accordance with DHS Management Directive (MD) 11042.1 and its successors. In accordance with DHS MD 11042.1, all Contractor employees that will access FOUO information in performance under this contract shall execute a DHS Form 11000-6, Sensitive But Unclassified Information Non-Disclosure Agreement (NDA), as a condition of access to such information.

4.4 Contractor User Security Agreement
The Contractor acknowledges that during the term of this requirement, all Contractor employees may be required to sign some form of Contractor User Security Agreement. The Contractor agrees to have all Contractor employees sign the agreement. Contractor employees may be required to complete DHS and/or FEMA security-specific training as directed by the Government including, but not limited to, Operations Security (OPSEC) and Insider Threat Awareness trainings.

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

**Low Risk without Information System Access**

Contractor personnel occupying positions or performing functions with a Low Risk designation and who do not require access to DHS or FEMA information systems may undergo a Tier 1 investigation with a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

**Low Risk with Information System Access**

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

**Moderate Risk**

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

**High Risk**

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

**Background Investigation Process**

To initiate the request to process contractor personnel, the Contractor shall provide the FEMA Contracting Officer’s Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the FEMA Form 121-3-1-6, “Contract Fitness/Security Screening Request.” The FEMA COR shall ensure that all other applicable sections of the FEMA Form 121-3-1-6 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, “Declaration for Federal Employment,” forms for all contractor personnel. Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if:

- the investigation was completed within the last five years,
- it meets or exceeds the minimum requirement for the position they will occupy or
functions they will perform on this contract,

- the contractor personnel have not had a break in employment since the prior favorable adjudication, and,
- FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation.

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

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

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

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

Once contractor personnel have properly submitted the complete package of all required background information, FEMA’s Personnel Security Division, at its sole discretion, may grant contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division’s initial review of the contractor personnel’s background information reveals no issues of concern. In such cases, FEMA’s Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contractor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

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

**Continued Eligibility and Reinvestigation**

Eligibility determinations based on a Low Risk T1, Moderate Risk T2S or High Risk T4 are valid for five years from the date that the investigation was completed and closed. Contractor personnel required to undergo a background investigation to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone a reinvestigation and FEMA’s Personnel Security Division has renewed their eligibility to perform work under this contract.

**Exclusion by Contracting Officer**

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

**FACILITY ACCESS**

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

Contractor personnel working within any FEMA facility who do not require access to DHS or FEMA IT systems and do not qualify for a PIV Card may be issued a Facility Access Card (FAC). FACs cannot exceed 180 days; all contractors requiring access greater than 180 days will need to qualify for and receive a PIV card before being allowed facility access beyond 180 days.

Contractor personnel shall not receive a FAC until they have submitted a SF 87, “Fingerprint Card,” and receive approval from FEMA PSD. Contractor personnel using a FAC for access to FEMA facilities must be escorted in Critical Infrastructure areas (i.e., server rooms, weapons rooms, mechanical rooms, etc.) at all times.

FEMA may deny facility access to any contractor personnel whom FEMA’s Office of the Chief Security Officer has determined to be a potential security threat.

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

- When no longer needed for contract performance.
- Upon completion of a contractor employee’s employment.
- Upon contract completion or termination.

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

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

4.6 SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

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

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual’s identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name.

The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as 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, Public Law 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);

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);

(2) 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

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

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan.

Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

(1) Truncated SSN (such as last 4 digits)
(2) Date of birth (month, day, and year)
(3) Citizenship or immigration status
(4) Ethnic or religious affiliation
(5) Sexual orientation
(6) Criminal History
(7) Medical Information
(8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their
performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) Authorities. The Contractor shall follow all current versions of Government policies and guidance accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors, or available upon request from the Contracting Officer, including but not limited to:

1. DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
2. DHS Sensitive Systems Policy Directive 4300A
3. DHS 4300A Sensitive Systems Handbook and Attachments
5. DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
7. DHS Information Security Performance Plan (current fiscal year)
8. DHS Privacy Incident Handling Guidance
11. NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at http://csrc.nist.gov/publications/PubsSPs.html

(d) Handling of Sensitive Information. Contractor compliance with this clause, as well as the policies and procedures described below, is required.

1. Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

2. The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

3. All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access
to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles, and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.


(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government’s acceptance of the ATO does not alleviate the Contractor’s responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use SPII, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a
Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor’s system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at http://www.dhs.gov/privacy-compliance.

(2) **Renewal of ATO.** Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods:

1. Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or
2. Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) **Security Review.** The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor’s facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) **Continuous Monitoring.** All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
(5) **Revocation of ATO.** In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this Contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) **Federal Reporting Requirements.** Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) **Sensitive Information Incident Reporting Requirements.**

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer’s email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

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

(g) Sensitive Information Incident Response Requirements.

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

(i) Inspections,
(ii) Investigations,
(iii) Forensic reviews, and
(iv) Data analyses and processing.

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

(h) Additional PII and/or SPII Notification Requirements.

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident
not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the **DHS Privacy Incident Handling Guidance**. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor’s use of address verification and/or address location services. At a minimum, the notification shall include:

(i) A brief description of the incident;
(ii) A description of the types of PII and SPII involved;
(iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
(iv) Steps individuals may take to protect themselves;
(v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
(vi) Information identifying who individuals may contact for additional information.

(i) **Credit Monitoring Requirements**. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

(i) Triple credit bureau monitoring;
(ii) Daily customer service;
(iii) Alerts provided to the individual for changes and fraud; and
(iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

(i) A dedicated telephone number to contact customer service within a fixed period;
(ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
(iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
(iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
(v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
(vi) Information for registrants to contact customer service representatives and fraud resolution
representatives for credit monitoring assistance.

(j)  **Certification of Sanitization of Government and Government-Activity-Related Files and Information.** As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

4.7 INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015) **Applicability.** This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

**Security Training Requirements.**

All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

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

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

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

4.8 HOURS OF OPERATION
Contractor employees working at the designated FEMA Facility located 400 C Street shall generally perform all work between the hours of 8:30am and 5:00pm EST, Monday through Friday (except Federal holidays). However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this SOW.

4.9 TRAVEL
Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

4.10 POST AWARD CONFERENCE
The Contractor shall attend a Post Award Conference with the Contracting Officer and the COR no later than 10 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Post Award Conference will be held at the Government's facility, located at 400 C Street, SW, Washington, DC or via teleconference.

4.11 PROJECT PLAN
The Contractor shall provide a draft Project Plan with their proposal and subsequently at the Post Award Conference for Government review and comment. The Contractor shall provide a final Project Plan to the COR not later than 30 business days after the Post Award Conference.

4.12 PROGRESS REPORTS
The Project Manager shall provide a monthly progress report to the Contracting Officer and COR
via electronic mail. This report shall include a summary of all Contractor work performed, including a breakdown of labor hours by labor category, all direct costs by line item, an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous reporting period.

4.13 PROGRESS MEETINGS
The Project Manager shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure Contractor activities are aligned with FEMA objectives. At a minimum, the Project Manager shall review the status and results of Contractor performance with the COR on a weekly basis (or as determined by the government) either by telephone or in person meetings at 400 C Street, SW Washington, DC or other FEMA facilities located in the DC/Metropolitan area.

4.14 GENERAL REPORT REQUIREMENTS
The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with FEMA workstations (Windows XP and Microsoft Office Applications).

5.0 GOVERNMENT FURNISHED RESOURCES
The Government will provide the workspace, laptops, and office supplies necessary to perform the on-site portion of Contractor support services required in this contract. Onsite contractors will also have access to basic printing and scanning capabilities.

6.0 CONTRACTOR FURNISHED PROPERTY
The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in SOW 2.0 and SOW 5.0.

7.1 GOVERNMENT ACCEPTANCE PERIOD
The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

7.2 The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor’s accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

7.3 The COR will have 2-3 business days to review deliverables and make comments. The Contractor shall have 2-3 business days to make corrections and redeliver based on urgency and scheduled deadlines.

7.4 All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely delivery to
Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

### 8.0 DELIVERABLES

The Contractor shall submit the following deliverables under this contract:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SOW REFERENCE</th>
<th>DELIVERABLE / EVENT</th>
<th>DUE BY</th>
<th>DISTRIBUTION</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>4.11</td>
<td>Post Award Conference</td>
<td>Within 7 business days of contract award</td>
<td>N/A</td>
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<tr>
<td>2</td>
<td>4.11, 4.12</td>
<td>Draft Project Plan</td>
<td>As part of initial proposal</td>
<td>COR, Contracting Officer</td>
</tr>
<tr>
<td>3</td>
<td>4.12</td>
<td>Final Project Plan</td>
<td>Within 30 days of contract award</td>
<td>COR, Contracting Officer</td>
</tr>
<tr>
<td>4</td>
<td>4.13</td>
<td>Progress Reports</td>
<td>Monthly; by the 15th day of the following month</td>
<td>COR, Contracting Officer</td>
</tr>
<tr>
<td>5</td>
<td>2.1.1</td>
<td>Gap Analysis Report</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
</tr>
<tr>
<td>6</td>
<td>2.1.2</td>
<td>Regional Planning &amp; Stakeholder Report</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
</tr>
<tr>
<td>7</td>
<td>2.1.3</td>
<td>Risk Outlook Report</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
</tr>
<tr>
<td>8</td>
<td>2.2.1</td>
<td>Pilot Program CONOPS and Action Plan</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
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<tr>
<td>9</td>
<td>2.2.1</td>
<td>Pilot After-Action and Recommendation Report</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
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<tr>
<td>10</td>
<td>2.2.2</td>
<td>Metrics Report</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
</tr>
<tr>
<td>11</td>
<td>2.2.3</td>
<td>Policy Recommendations</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
</tr>
<tr>
<td>12</td>
<td>2.2.3</td>
<td>Standard Operating Procedures</td>
<td>TBD following Post Award Conference</td>
<td>COR, Lead Federal Program Manager</td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

3. EFFECTIVE DATE: 10/03/2017

6. ISSUED BY: NETC

8. NAME AND ADDRESS OF CONTRACTOR:

PARTNER FORCES LLC
ATTN JENNIFER STONE
3429 JOHN SIMPSON TRL
AUSTIN TX 78732

10A. MODIFICATION OF CONTRACT/ORDER NO.: HSPE80-17-C-0207

10B. DATED (SEE ITEM 13): 09/26/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. This hour and date specified for receipt of offers

is extended. ☐ is not extended. ☐

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you desire to make a change in your offer, you may do so either by completing item 8 and returning copies of the amendment, or by separate letter or telegram which includes a reference to the solicitation and amendment numbers, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14:

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 15A

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. ☐ is required to sign this document and return __________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to appoint Ms. Vanessa Haneberg as the Alternate Contracting Officer Representative (ACOR) at this time. Ms. Haneberg can be reached via email at vanessa.haneberg@fema.dhs.gov. No additional changes follow.

Ref: GS

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as thereto changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print)

Gregory S. Blair

16B. UNITED STATES OF AMERICA

GREGORY S' BLAIR

16C. DATE SIGNED

10-3-2017
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00002
3. EFFECTIVE DATE. See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 
5. PROJECT NO. (if applicable)
6. ISSUED BY CODE NETC
7. ADMINISTERED BY (if other than Item 6) CODE 

DEPT OF HOMELAND SECURITY FEMA
ACQUISITION PREPAREDNESS SECTION
BUILDING D - ACQUISITION
15625 SOUTH SECON AVENUE
EMMITSBURG MD 21727

8. NAME AND ADDRESS OF CONTRACTOR (Include street, city, state and zip code)

PARTNER FORCES LLC
ATTN JENNIFER STONE
3429 JOHN SIMPSON TRL
AUSTIN TX 78732

CODE 080121162

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers are extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Type or print) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 15A
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a) (3) Mutual Agreement of the Parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings; including solicitation/contract subject matter where feasible.)

DUNS Number: 080121162

The purpose of this modification is to add FAR clause 52.204-2 Security Requirements. No additional changes follow.

Ref: GS
DO/DPS Rating: NONE
Period of Performance: 09/26/2017 to 09/25/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Jennifer Stone, President

15B. CONTRACTOR/OFFERON (Signature of person authorized to sign)

Jennifer Stone

15C. DATE SIGNED 2/8/18

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gregory S. Blair

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED 2-13-2018

Digitally signed by GREGORY S BLAIR
Date: 2018.02.13 12:05:57 -06'00'

STANDARD FORM 30 (REV. 10-83)
Prepared by GSA
FAR (48 CFR) 52.243
52.204-2 -- Security Requirements (Aug. 1996)

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

(b) The Contractor shall comply with --

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

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

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

2. AMENDMENT/MODIFICATION NO.  P00003
3. EFFECTIVE DATE. See Block 16C
4. REQUISITION/ PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NETC
7. ADMINISTERED BY CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. state, county, city and ZIP Code)

DEPT OF HOMELAND SECURITY FEMA
ACQUISITION PREPAREDNESS SECTION
BUILDING D - ACQUISITION
16285 SOUTH SETON AVENUE
EMMITSBURG MD 21727
PARTNER FORCES LLC
ATTN JENNIFER STONE
3429 JOHN SIMPSON TRL
AUSTIN TX 78732

CODE 080121162 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in this solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to this amendment and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14:

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 15A

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3) Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. X is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 080121162

The purpose of this modification is hereby issued to identify the need for the contractor to access Top Secret SCI information in their performance of this contract. HSAR clause 3052.204-70 Security Requirements For Unclassified Information Technology Resources is incorporated in full text due to this new Classified requirement and a DOD54 will be obtained from FEMA OC50 detailing the specifics of the Classified access. No additional changes follow.

Ref: GS
Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Jennifer Stone, President

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 3/2/18

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gregory S. Blair

16B. UNITED STATES OF AMERICA

16B. UNITED STATES OF AMERICA

Digitally signed by GREGORY S BLAIR (Signature of Contracting Officer)
03.05.2018 07:26:39 -07'00'

16C. DATE SIGNED 3-5-2018

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA
FAR (48 CFR) 82.243
<table>
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<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
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<td></td>
<td>Period of Performance: 09/26/2017 to 09/25/2018</td>
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</tbody>
</table>
(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within ____ [“insert number of days”] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor’s IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor’s site (including any information stored, processed, or transmitted using the Contractor’s computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor’s copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

**2. AMENDMENT/MODIFICATION NO.** P00004

**3. EFFECTIVE DATE.** See Block 16C

**4. REQUISITION/ PURCHASE REQ. NO.** WXU2035Y2018T

**5. PROJECT NO. (If applicable)**

**6. ISSUED BY** NETC

DEPARTMENT OF HOMELAND SECURITY FEMA
ACQUISITION PREPAREDNESS SECTION
BUILDING D - ACQUISITION
16825 SOUTH SETON AVENUE
EMMITSBURG MD 21127

**8. NAME AND ADDRESS OF CONTRACTOR (No. street, city and state and ZIP Code)**

PARTNER FORCES LLC
ATTN JENNIFER STONE
3429 JOHN SIMPSON TRL
AUSTIN TX 78732

**7. ADMINISTERED BY (If other than Item 6) CODE**

**10A. MODIFICATION OF CONTRACT/ORDER NO.** HSPE20-17-C-0207

**10B. DATED (SEE ITEM 13)** 09/26/2017

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. This hour and date specified for receipt of Offerer is extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Net Increase: $12,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

**CHECK ONE**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a) (3) Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 080121162

The purpose of this modification is to add additional travel funding to CLIN 0002 to attend additional unforeseen meetings and update the amount in FAR 52.212-4. No additional changes follow.

Previous Funded Amount: $1,328,271.20
This Action: $12,000.00
Current Funded Amount: $1,340,271.20

Ref: GS

DO/DPS Rating: NONE

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

**15A. NAME AND TITLE OF SIGNER (Type or print)**

Jennifer Stone, President

15B. CONTRACTOR/RECIPIENT Signature

15C. DATE SIGNED 4/4/18

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

Gregory S. Blair

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED Digitally signed by GREGORY S BLAIR

Date: 2018.04.04 13:07:13 -04'00'

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 52.243
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
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<td>0002</td>
<td>Travel Cost Reimbursable in accordance with FAR 52.212-4, the Government will reimburse the contractor the basis of actual costs for travel:</td>
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<td>LF</td>
<td>$4</td>
<td>12,000.00</td>
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Base Period
Product/Service Code: R410
Product/Service Description: SUPPORT-PROFESSIONAL: PROGRAM
EVALUATION/REVIEW/DEVELOPMENT

Accounting Info:
2017-OS-A201-P410--2596 BFY: 2017 Fund Code: OS Program: A201 Organization: P410 Object Class: 2596 Fund Type: D Funded: $0.00

Accounting Info:
2018-OS-PA05-P410--2596 BFY: 2018 Fund Code: OS Program: PA05 Organization: P410 Object Class: 2596 Fund Type: D Funded: $12,000.00
Alternate I (Jan 2017) When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5) 

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor’s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

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

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) Materials means—

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

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

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

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

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

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor’s established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
(2) Makes these payments within 30 days of the submission of the Contractor’s payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

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

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Travel:

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a prorata basis over the period of contract performance at the following fixed price: $0.00. The Contractor may invoice for this CLIN at the rate of $0.00 per every $1 of ODCs on each invoice.

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor’s timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The
Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor’s payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

(8) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(9) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the “hourly rate” for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the “hourly rate” attributable
to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

**1. CONTRACT ID CODE**: WX02895Y2018T

**3. EFFECTIVE DATE**: See Block 16C

**4. REQUISITION/PURCHASE REQ. NO.**: WX02895Y2018T

**5. PROJECT NO. (If applicable)**

**6. ISSUED BY**: NETC

DEPT OF HOMELAND SECURITY FEMA
ACQUISITION PREPAREDNESS SECTION
BUILDING D - ACQUISITION
1625 SOUTH SETON AVENUE
EMMITSBURG MD 21727

**6. NAME AND ADDRESS OF CONTRACTOR (If, state, county, State and ZIP Code)**

PARTNER FORCES LLC
ATTN JENNIFER STONE
3429 JOHN SIMPSON TRL
AUSTIN TX 78732

**7. ADMINISTERED BY (If other than Item 6)**

**8. AMENDMENT OF SOLICITATION NO.**

**9. DATED (SEE ITEM 1)**

**10. MODIFICATION OF CONTRACT/ORDER NO.**

X HSPE20-17-C-0207

**10B. DATED (SEE ITEM 13)**

09/26/2017

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

(Unless the above number designation is specifically stated in item 14. This hour and date specified for receipt of offerors is extended or is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such changes may be made by telegram or letter, provided such correspondence makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Net Increase: $124,574.94

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14**

**CHECK ONE**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying officer, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(a).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

FAR 43.103(a) (3) Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is not. X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 080121162

The purpose of this modification is to add additional funding to CLIN 0001 for additional Interagency Coordination, Stakeholder Outreach, and Communication, Pilot Program Design and Execution support. Additionally the statement of work has been revised to add this additional support and correct task numbers. No further changes follow.

Previous Funded Amount: $1,328,271.20
This Action: $124,574.94
Current Funded Amount: $1,452,846.14

Ref: GS

Continued ...
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<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
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<td>Change Item 0001 to read as follows (amount shown is the obligated amount):</td>
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<td>0001 The Contractor shall furnish all personnel, supervision, and equipment necessary to perform the services for Risk Assessment Strategy Support Services in accordance with the SOW, except as specified as Government furnished.</td>
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<td>124,574.94</td>
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<td>Funded: $0.00</td>
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<td>2018-OS-P405-P410--2596 BFY: 2018 Fund Code: OS</td>
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<td>Change Item 1001 to read as follows (amount shown is the obligated amount):</td>
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<tr>
<td>1001 The Contractor shall furnish all personnel, supervision, and equipment necessary to perform the services for Risk Assessment Strategy Support Services in accordance with the SOW, except as specified as Government furnished.</td>
<td>1</td>
<td>LO</td>
<td>0.00</td>
<td>0.00</td>
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<td>UNIT PRICE</td>
<td>AMOUNT</td>
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<td>Option Period I</td>
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<td>09/26/2018 - 09/25/2019</td>
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<td>Amount:</td>
<td>Option Line Item</td>
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<td>Date Option to be Exercised:</td>
<td>09/26/2019</td>
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<td>Product/Service Code:</td>
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<td>500 C STREET SW</td>
<td>WASHINGTON DC 20472</td>
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</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.
P00006

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
WX03825Y2018T

5. PROJECT NO. (if applicable)

6. ISSUED BY
NETC

7. ADMINISTERED BY (If other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (Include state and ZIP Code)

PARTNER FORCES LLC
ATTN: JENNIFER STONE
3429 JOHN SIMPSON TR.
AUSTIN TX 78732

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
HSPE20-17-C-0207

10B. DATED (SEE ITEM 11)
09/26/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. This hour and date specified for receipt of offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing the attachment, by special delivery under the heading "Amendment of Solicitation," and returning this attachment to the agency; or (b) By acknowledging receipt of this amendment on each copy of the offer submitted.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2018-OS-PA05-P410--2596

Net Increase: $1,701,247.26

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PERSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X FAR 52.217-9 Option to Extend the Term of the Contract

D. OTHER (Specify type of modification and authority)

E. IMPORTANT:

Contractor is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 080121162

The purpose of this modification is to exercise Option Period I. No further changes follow.

Previous Funded Amount: $1,452,846.14

This Action: $1,701,247.26

Current Funded Amount: $3,154,093.40

Ref: GS

15. CONTRACTOR/OFFEROR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

GREGORY S. BLAIR

15B. DATE SIGNED

16B. UNIFIED STATES OF AMERICA

16C. DATE SIGNED

Digitally signed by GREGORY S BLAIR
Date: 2018.07.29 11:12:38 -04'00'

(Signature of Contracting Officer)

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 80.243

NSN 7540-01-152-8070
Previous edition unusable
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
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<td>1,670,517.26</td>
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<td>$1,670,517.26</td>
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<td>1002</td>
<td>Travel Cost Reimbursable in accordance with FAR 52.212-4, the Government will reimburse the contractor the basis of actual costs for travel:</td>
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