

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. WX04704Y2015T	PAGE 1 OF 29
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME

2. CONTRACT NO. HSFR40-15-C-0334	3. AWARD/EFFECTIVE DATE See block 31c	4. ORDER NO.
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME
9. ISSUED BY Federal Emergency Management Agency Office of Acquisition Management 500 C Street, S.W., PP 5th Floor Washington DC 20472	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
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15. DELIVER TO Federal Emergency Management Agency Office of Acquisition Management 500 C Street, S.W., PP 5th Floor Washington DC 20472	CODE
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17a. CONTRACTOR/OFFEROR CODE GALVAN AND ASSOCIATES, LLC 749 ROSANNE ST LOCKPORT IL 60441 TELEPHONE NO.	FACILITY CODE	DUNS:132493201 DUNS+4:
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
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10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A) NAICS: SIZE STANDARD:
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13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A
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14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	16. ADMINISTERED BY See Block 9
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18a. PAYMENT WILL BE MADE BY FFMA Finance Center P.O. Box 9001 Winchester VA 22604 PHONE: FAX:	CODE
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18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a Firm Fixed Price Contract for Contract Closeout Support Services in accordance with the Performance Work Statement and the Contractor's proposal dated September 22, 2015.</p> <p>The period of performance on this contract is for one (1) year from September 30, 2015 - September 29, 2016.</p> <p>The technical point of contact is Nelson Claridge. Email: Nelson.Claridge@fema.dhs.gov Phone: 202-646-2896</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$810,855.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED: _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Stephen D Galvan	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Veronica E. Key Contracting Officer
30c. DATE SIGNED 9/29/2015	31c. DATE SIGNED 9/30/15

## SECTION B - CONTINUATION BLOCK

## B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
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0001	1,400.00 hr		(b)(4)		
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Contractor Close-out Support Services:

Senior Close-out Specialist/PM

FUNDING/REQ NO: 2: (b)(4) WX04704Y2015T

0002	2,900.00 hr		(b)(4)		
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Contractor Close-out Support Services:

Contract Close-out Specialist 2

FUNDING/REQ NO: 2: (b)(4) WX04704Y2015T

0003	6,000.00 hr		(b)(4)		
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Contractor Close-out Support Services:

Junior Contract Closeout Specialist

FUNDING/REQ NO: 1: (b)(4) WX04704Y2015T

FUNDING/REQ NO: 2: (b)(4) WX04704Y2015T

GRAND TOTAL ---					\$810,855.00
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## ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	2015-90-A657-M630--2595-D	WX04704Y2015T P	\$309,667.00
2	2015-06-0606RS-0660--2595-D	WX04704Y2015T P	\$501,188.00

## B.2 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Contract Specialist:

Name: Meeka Tilahun

Phone: 202-646-3912

Email: [Meeka.Tilahun@fema.dhs.gov](mailto:Meeka.Tilahun@fema.dhs.gov)

Contracting Officer:

Name: Veronica Key

Phone: 202-646-3253

E-mail: [Veronica.Key@fema.dhs.gov](mailto:Veronica.Key@fema.dhs.gov)

Contracting Officer's Representative:

Name: Nelson Claridge

Phone: 202-646-2896

E-mail: [Nelson.Claridge@fema.dhs.gov](mailto:Nelson.Claridge@fema.dhs.gov)

**B.3****PERFORMANCE WORK STATEMENT****CONTRACT CLOSEOUT SUPPORT****1. BACKGROUND**

The Federal Emergency Management Agency, Office of Chief Procurement Officer, has identified a backlog of expired "large" contracts awarded pursuant to FAR Part 15) requiring review, closeout actions, and retirement to the Federal Records Center pursuant to the Federal Acquisition Regulation (FAR) and 41 CFR, Subpart D. In addition to "large" contractual instruments, the OCPO has identified a significant backlog of simplified acquisitions, purchase orders, delivery/task orders (under Federal Supply Schedule and Indefinite Delivery contracts) Blanket purchase agreements, grants, interagency agreements for closeout under this contract.

**2. SCOPE**

The Purpose of this contract is to obtain contractor support services in closing out current FEMA/OCPO contracts, backlog of contracts, or de-obligating funds off inactive contracts. This support includes retrieving, reviewing, analyzing, validation of files and financial records, obtaining required concurrences, preparing modifications/de-obligation modifications, coordinating and interpreting DCAA audits, preparing contracting action completely for Contracting Officer review/signature, performing distribution of the closeout action and documentation, preparation and distribution of files for shipment and storage at the Federal Records Center(FRC).

**3. OBJECTIVES****3.1. Continue with the close-out of contracts and de-obligations of funds.**

- 3.2. Establish a realistic plan and procedure for contract closeout.
- 3.3. Establish, maintain, and make available to COR and CO, an effective closeout tracking system.
- 3.4. Close out contracts and de-obligate prior year funds in a manner consistent with acceptable contract close-out practices and timelines
- 3.5. Coordinate with file room contractors to free up space in the designated file storage areas by moving closed files to be archived at the Federal Records Center (FRC).
- 3.6. Be able to respond to inquiries made by contracting personnel and CORs regarding the status and location of particular files in the closeout process.

**4. REQUIREMENTS**

- 4.1. The contractor shall perform independently at FEMA Headquarters, but shall not represent itself as an Agent of the Government. The contractor shall coordinate with offices within FEMA, other Government agencies, and other government contractors in order to obtain complete and/or required documentation and reconcile contract funding obligations and expenditures. All employee telework schedules must be submitted in writing to the Contracting Officer for approval. Employees must receive written approval from the Contracting Officer prior to beginning telework schedules.
- 4.2. Standard closeout procedures applicable to a variety of contracts and procurement methods shall be finalized following contract award, subject to Contracting Officer's Representative (COR) approval. FEMA/DHS – Office



of the Chief Procurement Officer's, June 16, 2010, Memorandum: *Contract Closeout Standard Operating Procedures* sets forth the applicable operating procedures. The Contractor may modify the procedures, if the appropriate provided proposed changes are approved by the Contracting Officer's Representative (COR) in advance.

- 4.3. The contractor shall maintain a FEMA unique computer generated tracking system for tracking critical milestones of the FEMA closeout process. The recommended tracking system (formats/screens) shall be subject to Contracting Officer's Representative (COR) approval. The contractor shall complete a separate monthly and yearly inventory of all physically complete contracts and enter appropriate data into the tracking system. The government will enter data for any contract "awards", the contractor shall enter all data relative to the closeout effort performed under this contract.
- 4.4. Based on inventory results gathered in the initial analytical phase, the contractor shall recommend a project plan for effectively closing out all contracts in compliance with the FAR. This plan is subject to Contracting Officer's Representative (COR) approval. The plan shall specifically address the closure of all FEMA contract over the next year, focusing on the period of performance of the contract.
- 4.5. The contractor shall manage the day-to-day closeout activities over the life of the contract and submit a "Monthly Status Report" by calendar month, which shall be due to the Contracting Officer's Representative (COR) five (5) business days after to the end of the month (see Paragraph 3.8 below). The monthly report shall address accomplishments, work projections (for the next 30 days), issues of concern, and recommended solutions and cite statistics on closing contracts and meeting FAR standards.
- 4.6. The timeframes specified under FAR 41-804, Closeout of Contract Files, contracts shall be closed within the following timeframes in accordance with FAR 4.804-1:

Fixed price contracts (other than those using simplified acquisition procedures) - 6 months following evidence of physical completion.

Contracts requiring settlement of indirect cost rates - 36 months following evidence of physical completion.

All other contracts - 20 months following evidence of physical completion.

- 4.7. The contractor shall independently perform the contract closeout process, which shall include, but is not limited to, the following critical milestones:
  - 4.7.1. Gather file documentation and ensure completeness of file documentation.
  - 4.7.2. Verify current name and address of contractor.
  - 4.7.3. Prepare and forward Completion Memorandum to COR designated in the contract (fixed price and cost type contracts).
  - 4.7.4. Coordinate with COR as needed to obtain required certifications. If COR cannot be located, coordinate with the applicable program office division deputy director.
  - 4.7.5. Ensure that disposition instructions for government property and classified material are obtained from the COR, if required, and provided to the contractor.
  - 4.7.6. Coordinate throughout the closeout process with the COR and contractor, as needed, through resolution of any outstanding issues.
  - 4.7.7. Prepare and forward to the contractor, a request for: Final voucher and supporting documentation i.e. summary of costs, payment history, certification concerning US Government Property, list of classified materials retained, release of government liability, and assignment of claims.
  - 4.7.8. Coordinate with contractor, as needed, to obtain all required documentation.
  - 4.7.9. Coordinate as necessary with the in-plant Defense Contract Audit Agency (or other Government cognizant audit agency) to determine the status of indirect rates on cost-type contracts.
  - 4.7.10. Recommend use of FAR Quick Closeout procedures when advantageous to the government.

- 4.7.11. Reconcile contract funding obligations and expenditures with final voucher amount and determine the amount due the government or owed to the contractor. Coordinate research efforts with the contractor, finance office, and auditor when appropriate.
- 4.7.12. Coordinate with the program office, as appropriate, to obtain additional funds for contract closeout, if required.
- 4.7.13. Prepare and maintain a contract file checklist of completed closeout actions for each expired contract file.
- 4.7.14. Prepare a summary detailing the actions taken to effect contract closeout pursuant to FAR 4.805 (a) and (b) for Quick Closeout Procedures.
- 4.7.15. Prepare, in triplicate, final contract modifications to obligate funds or de-obligate excess funds, as appropriate, and closeout the contract, using the FEMA AAMS and IFMIS systems. The modification shall be prepared for Contracting Officer's Representative (COR) review and Contracting Officer approval.
- 4.7.16. Coordinate with the contractor to obtain the contractor's signature on supplemental agreements prior to Contracting Officer execution.
- 4.7.17. Retain an original, fully executed, final modification in the Official Contract File, and make distribution to the contractor (original), Contracting Officer's Representative (COR), and the finance office (original and copy).
- 4.7.18. Box and prepare boxed files for transfer to the Federal Records Center. Prepare a typed list of contracts included in each box by contractor name and contract number, and turn boxes over to Operations Support personnel.
- 4.7.19. The contractor shall submit a Weekly Report to the Contracting Officer's Representative COR or Contracting Officer with the actual total amount of de-obligated funds, amount of contracts closed, and a forecast of total de-obligations and contract close-outs for the following week. This report is due the first business day of the following week.
- 4.7.20. The contractor shall close a minimum of 125 contracts monthly with a minimum of 1500 for the 12 month award period. Contracts submitted for closeout will be randomly selected from inactive contracts and/or by request of FEMA representative.
- 4.7.21. The contractor shall provide a Monthly Status Reports on all contracts assigned to the Close-out Team and the performance against the Project Plan. Along with the status of issues relating to specific contracts at the discretion of the Branch Chief, COR or Contracting Officer, other related information may also be required as requested. This status report is due 5 business days after the end of the month. The contractor shall not only track their assigned closeouts but those initiated by Regions, COREs, and AOD personnel.
- 4.7.22. The Contractor shall Maintain a Database(Excel spreadsheet) of all contract close-outs, contract de-obligations, and file location.
- 4.7.23. All close-out documents should be 90% free of errors.

## 5. APPLICABLE DOCUMENTS

- 5.1. Federal Acquisition Regulation (FAR) Part 4.8, Government Contract Files
- 5.2. Federal Acquisition Regulation (FAR) Part 45, Government Property
- 5.3. Homeland Security Acquisition Manual (HSAM) Subchapter 3004.804, Closeout of Contract Files
- 5.4. Homeland Security Acquisition Regulation (HSAR) Subchapter 3004.8, Closeout of Contract Files
- 5.5. Department of Homeland Security (DIIS) Management Directive Number 0550.1, Records Management
- 5.6. FEMA/DHS – Office of the Chief Procurement Officer's, June 16, 2010, Memorandum: *Contract Closeout Standard Operating Procedures*
- 5.7. COR Handbook – Section 15 (Version 1, February 2009)
- 5.8. FEMA Office of Acquisition Management Instruction No. 107
- 5.9. Code of Federal Regulations -- Subpart D
- 5.10. Monthly Close-out Report

**6. DELIVERABLES/PERFORMANCE REQUIREMENTS**

<b>ID #</b>	<b>Deliverables/Event</b>	<b>Performance Standards</b>	<b>Delivery Schedule</b>
1.0	Prepare draft Project Plan	Delayed no more than one business day beyond the due date (unless Government causes delay).	Due by October 7, 2015
2.0	Prepare Final Project Plan	Delayed no more than one business day beyond the due date (unless Government causes delay).	Due by October 14, 2015
3.0	Monthly Status Report See Requirements Section 4.6.	Delayed no more than one business day beyond the due date (unless Government causes delay). Report must be approved by COR.	The contractor shall submit the first monthly report no later than November 5, 2015, and the 5th business day of each subsequent month
4.0	Weekly Close-out Report – See Requirements Section 4.7.19.	Delayed no more than one business day beyond the due date (unless Government causes delay). Report must be approved by COR.	Contractor shall report in the Monthly Status Report Total contracts closed and other request information by the 5 <sup>th</sup> business day of each month continuous throughout the life of the contract
5.0	Contract Closeout Action-See Requirements Section 4.7.20	Minimum 125 closed contracts per Month	Contractor shall report in the Monthly Status Report Total contracts closed and other request information by the 5 <sup>th</sup> business day of each month continuous throughout the life of the contract
6.0	Database -see Requirements 3.3,3.4,4.7.22.	Create Excel spreadsheet to track Contract de-obligations and closeouts	Shall be created and functioning by October 15, 2015

**7. PLACE OF PERFORMANCE**

7.1. The Contractor shall work primarily at the FEMA 500 C Street SW, 3th Floor, Washington DC, 20023.

7.2. However, travel to and work at such FEMA permanent or temporary facilities as deemed necessary and appropriate by the COR or Contracting Officer in fulfillment of the terms of the contract may be authorized.

**8. GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION**

8.1. FEMA will provide office space, six work stations, computer equipment, and related supplies for performance of this contract.

8.2. Additional Government-furnished property (materials, equipment, and/or information) will be provided in conjunction with required performance under contract as determined by mutual agreement between the Government and the Contractor. Contractor purchase of hardware or software tools are not anticipated as part of this contract, but if required by the Contractor, must be pre-approved by the COR. At the written request of the Government, the Contractor shall immediately return any property provided by the Government for the

Contractor's use to complete the assigned tasks under this contract. If not requested, the Contractor shall continue to abide by FAR part 45 until completion of the contract.

- 8.3. The Contractor will coordinate with the government Contract Close-out Team on contract close-outs and de-obligation projects upon request from the Contracting Officer or Contracting Officer's Representative (COR).

## **9. PERIOD OF PERFORMANCE**

- 9.1. Base Period: September 30, 2015 – September 29, 2016

## **10. SECURITY AND CONFIDENTIALITY OF INFORMATION**

- 10.1. The work performed is UNCLASSIFIED.

10.2. The Contractor may have access to information in the possession of the Government for which the Government's right to use and disclose the information is restricted, or which may be of a nature that its dissemination of use, other than performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor agrees to abide by any restrictive use conditions on information and not to (1) knowingly disclose such information to others without written authorization from the Contracting Officer, or to (2) use the information for any other purpose than performance of this contract.

10.3. Contractor personnel working under this contract will be required to pass a Federal Government background check (or security clearance – *Public Trust*). The contractor personnel shall interface with agency senior officers, internal staff and employees; and other supportive contracted staff, at all levels, therefore, the contractor personnel must be flexible and adaptable to changes and customer service expertise.

## **11. Required Capabilities**

- 11.1. Minimum Qualification: Extensive experience in contract closeout to complete this requirement.

11.2. The contract shall maintain capability of oversight for all contractor personnel assigned to the performance of work. Shall provide senior level support and assistance I coordination of closeout as assigned by the Government, shall have knowledge of all types of contract closeouts. Shall have knowledge of FAR, common business software applications, filing, shipping, inventory and distribution of documents and files.

11.3. The contractor shall be capable of communicating effectively both orally and in writing. The contractor shall have, on hand, the ability to read and interpret Federal acquisition policy, regulations, directives and the ability to apply those interpretations to all activities described in this PWS. The contractor shall maintain the capability of clear leadership, technical direction, and guidance on all levels of acquisition.

## **12. Key Personnel**

12.1. Key personnel are Contractor personnel considered essential to the performance of the contract and may only be replaced with written approval of the COR or Contracting Officer in accordance with the terms and conditions of the key personnel clause (HSAR 3052.215-70). No changes in Key Personnel will be made unless the contractor can demonstrate the qualifications of the prospective replacement personnel are equal to or better than the personnel being replaced. The COR shall be notified at least 15 calendar days 30 calendar days if security clearance is to be obtained, in advance of the proposed substitution for evaluation. Approval or disapproval will be returned to the Contractor in writing within 15 business days after submission. All disapprovals will require resubmission of another substitution by the Contractor within 15 calendar days.

Personnel identified in the quote as key individuals to be assigned for participation in the performance of the contract. Individuals designed as key personnel by agreement of the Government and the Contractor. The Key position is: Senior Close-out Specialist/Program Manager

### 13. Quality Assurance Surveillance Plan:

The Contractor Point of Contact (POC) shall monitor contractor performance and complete the Quality Assurance Surveillance Plan Worksheet provided below on a monthly basis. The following information shall be provided to the Contracting Officer (CO) and the Contracting Officer Representative (COR) to ensure service and/or deliverables support the PWS objectives. If the performance rating for any task in this order is "Red" during any time in the performance period, the contractor shall provide the CO and the COR documentation and appropriate action shall be taken to remedy the deficiency. We anticipate the POC utilizing the "Yellow" quality rating to alert the CO and the COR of quality issues that have the potential for a "Red" quality rating if corrective action is not taken.

The Quality Assurance Surveillance Plan Worksheet shall be submitted to the Contracting Officer with a copy to the COR following the first month of performance. Future months shall be submitted to the COR only, unless CO involvement is warranted. The CO will assume a quality performance rating of "Green" on all measured deliverables unless otherwise notified. By approving service and deliverables that this form documents, the POC confirms the quality performance rating of "Green" unless otherwise annotated.

The POC may submit a Quality Assurance Surveillance Plan Worksheet at any time and as often as necessary to document quality levels. If the POC's assessment of a quality deficiency is unsatisfactory, the CO or COR will contact the appropriate contractor representative to implement a plan of action to remedy the identified deficiency.

The Quality Assurance Surveillance Plan Worksheet will be used to determine the annual CPARS rating as follows: A **Satisfactory** performance rating for the closeout of 1500 contract actions. A rating of **Very Good** will result from the closeout of 1700 contract action and meeting all capability requirements. For a rating of **Exceptional** a minimum of 1900 closeouts is required, along with the ability of meeting all required capabilities listed in the PWS.

The COR appointed, referred to in this QASP is Mr. Nelson Claridge, [Nelson.Claridge@FEMA.DHS.GOV](mailto:Nelson.Claridge@FEMA.DHS.GOV). The Point of Contact will be named by contractor.

Rating	Description
Green	Yes performance and technical specifications are being met or exceeded at AQL.
	Yes, performance and technical specification are currently being met at the minimum AQL, but the following service/deliverable needs contractor attention. <b>The Contractor shall identify what component of the deliverable and/or service requires attention.</b>
Red	No, performance and technical specifications are not being met at AQL and the following service/deliverable needs immediate contractor resolution. <b>The Contractor shall identify what component of the deliverable and/or service is below the minimum AQL and why.</b>
N/A	No requirements for this service this QA Rating period

CONTRACT CLOSE SUPPORT					
QUALITY ASSURANCE SURVEILLANCE PLAN WORKSHEET					
Deliverable/Service		Quality Rating	Causative Factors	Effect on Mission	Action Required/ Date
Weekly/Monthly Reports of total contracts de-obligate & closeout (4.7.19, 4.5, 4.7.21)		Green	Comments Unnecessary for "Green" QA Rating		
		Yellow			
		Red			
Closeout minimum of the 125 contract actions for the month 4.7.20		Green	Comments Unnecessary for "Green" QA Rating		
		Yellow			
		Red			
Closeout Documents 90% free of error (4.7.23)		Green	Comments Unnecessary for "Green" QA Rating		
		Yellow			
		Red			
Ability of meeting all required capabilities listed in the PWS		Green	Comments Unnecessary for "Green" QA Rating		
		Yellow			
		Red			

Period of Performance: From \_\_\_\_\_ to \_\_\_\_\_

Number of contracts closed-out: \_\_\_\_\_ YTD \_\_\_\_\_

Amount of excess funds de-obligated \_\_\_\_\_ YTD \_\_\_\_\_

Forecasted contract close-outs for next month \_\_\_\_\_

Forecasted contract de-obligations for next month \_\_\_\_\_

Concerns or suggestions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by(Point of Contact): \_\_\_\_\_ Date: \_\_\_\_\_

**WEEKLY PERFORMANCE REPORT**

Period of performance: From \_\_\_\_\_ to \_\_\_\_\_

Number of contracts closed-out: \_\_\_\_\_ MTD \_\_\_\_\_

Amount of excess funds de-obligated \_\_\_\_\_ MTD \_\_\_\_\_

Forecasted contract close-outs for next week \_\_\_\_\_

Forecasted contract de-obligations for next week \_\_\_\_\_

Concerns or suggestions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Point of Contact)

**SECTION C - CONTRACT CLAUSES****C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.



- ☐ (13) [Reserved]
- ☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (FDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(n)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36)(i) 52.223-13, Acquisition of EPEAT-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (37)(i) 52.223-14, Acquisition of EPEAT-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (42)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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- ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(h) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
  - ☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - ☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- |                |                               |
|----------------|-------------------------------|
| Employee Class | Monetary Wage-Fringe Benefits |
|----------------|-------------------------------|
- 
- ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - ☒ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - ☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
  - ☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
  - ☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

## **C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (May 2011)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (Jul 2013)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Jan 2011)

## **C.4 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)**

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

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

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

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

## **C.5 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

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

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

(b) Definitions. As used in this clause:

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

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

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

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

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

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

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

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

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

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

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

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

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

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

(e) **Treatment of Certain Rights.**

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

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

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

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

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

## C.6 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

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

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation.



Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

### **C.7 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

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

The Key Personnel or Facilities under this Contract: Senior Close-out Specialist/ Program Manager

### **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 IISAR 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 107296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations,

Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

“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) DIIS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DIIS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DIIS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (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 (DIIS) 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 (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(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.

(iii) 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 PII, and must be renewed at least every three (3) 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 DIIS 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*.

## INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (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) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> 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 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DIIS 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 DIIS 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.

(c) *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 31<sup>st</sup> 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 31<sup>st</sup> of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		CODE FEMA HQ		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GALVAN AND ASSOCIATES LLC (b)(4);(b)(6) 749 ROSANNE ST LOCKPORT IL 60441		(x)		7. ADMINISTERED BY (If other than Item 6) FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	
CODE 132493201		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE40-15-C-0334	
				10B. DATED (SEE ITEM 13) 09/30/2015	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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) Net Decrease: -\$115.24 2015-06-0606RS-0660--2595-D					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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:				
X	D. OTHER (Specify type of modification and authority) FAR 42.302 (b) (4)				
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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: 132493201 The purpose of this unilateral modification is to de-obligate excess funds in the amount of \$115.24.  By direction and authority of the memorandum from FEMA Chief Financial Officer dated March 17, 2015, serves as an official record that the Office of Chief Financial Officer (OCFO), working in concert with the Office of Chief Procurement Officer (OCPO), will de-obligate excess funds on contracts and IAAs if the contract or IAA has had no activity for 90 days after the end of the Period of Performance and no further invoicing is expected.  All of terms and conditions remain unchanged and in full effect. This modification does not Continued ...  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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Nelson Claridge		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C. DATE SIGNED	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE40-15-C-0334/P00001PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>constitute a close-out of this task order. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p> <p>DO/DPAS Rating: NONE Delivery: 09/30/2015 Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>BFY: 2015 Fund Code: 06 Program: 0606RS Organization: 0660 Object Class: 2595 Fund Type: D FOB: Destination Period of Performance: 09/30/2015 to 09/29/2016</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Q3 sweep de-obligation of excess funds.</p> <p>Contractor Close-out Support Services: Senior Close-out Specialist/PM Product/Service Code: R707 Product/Service Description: SUPPORT- MANAGEMENT: CONTRACT/PROCUREMENT/ACQUISITION SUPPORT</p> <p>Q3 sweep de-obligation of excess funds.</p>				-115.24



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**1. REQUISITION NO.  
See Section B

PAGE 1 OF

2. CONTRACT NO. HSFE70-14-C-0101	3. AWARD/EFFECTIVE DATE See Block #31c	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY DHS/FEMA/OCPO/LOG Attn: Toye Hobday, Contract Specialist 395 E Street, S.W., PP 5th Floor Cubicle #82 Washington DC 20472-3205	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 518210 SIZE STANDARD: \$32.5 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO See Statement of Objectives 8/1/2014 (Page 9) FEMA Distribution Centers and Locations	CODE	16. ADMINISTERED BY See Block #9	CODE
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17a. CONTRACTOR/OFFEROR CODE GALVAN AND ASSOCIATES, LLC 749 ROSANNE ST LOCKPORT IL 604414557 TELEPHONE NO. DUNS:132493201 DUNS+4:	FACILITY CODE	18a. PAYMENT WILL BE MADE BY FEMA Finance Center P.O. Box 9001 Winchester VA 22604 PHONE: FAX:	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	18b. A copy of the invoices shall be e-mailed to the following:  Contract Specialist: Toye.Hobday@fema.dhs.gov Contracting Officer: Carolyn.Knight@fema.dhs.gov Contracting Officer's Representative (COR): Isaac.Pelt@fema.dhs.gov FEMA Finance: FEMA-Finance-Vendor-Payments@fema.dhs.gov  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Carolyn M. Knight Contracting Officer	31c. DATE SIGNED



## SECTION B - CONTINUATION BLOCK

## B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
0001	<p>(b)(4)</p> <p>Base Period MANAGED SERVICES The Contractor shall provide all personnel, supervision, management, supplies and services necessary to provide Asset Tracking Services as defined in the Statement of Objectives (SOO). Labor Categories, Level of Effort and Rates/Price for Managed Services (b)(4) + Supplies and Other Related Cost Items-Non Personnel Data, Infrastructure, and Network feeds) (b)(4)</p> <p>(b)(4)</p>			
0002	<p>(b)(4)</p> <p>Base Period PREPAID MESSAGES The Contractor shall provide all personnel, supervision, management, supplies and services necessary to provide Asset Tracking Services as defined in the Statement of Objectives (SOO).</p>			
0003	<p>(b)(4)</p> <p>Base Period OTHER DIRECT COSTS (ODC)--Please provide a Not-To-Exceed Amount for this fixed price CLIN. The Contractor shall be responsible for the repair and/or replacement of GPS Hardware, Transponders, Batteries, etc.- (A Spreadsheet of firm fixed prices is provided below)</p>			
0004	<p>(b)(4)</p> <p>Base Period SURGE SUPPORT- Please provide a Not-To-Exceed Amount for this CLIN. The contractor shall provide all personnel, supervision, management, supplies and services necessary to provide Asset Tracking Services for surge requests in the event of a Disaster as defined in the Statement of Objectives (SOO).</p>			

0005

(b)(4)

Base Period

TRAVEL- Please provide a Not-To-Exceed Amount for this CLIN.

All travel is Cost Reimbursable.

All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations.

0006

(b)(4)

Base Period

TRAVEL FOR SURGE SUPPORT-Please provide a Not-To-Exceed Amount for this CLIN.

All travel is Cost Reimbursable.

All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations.

1001

(b)(4)

Option Period 1

MANAGED SERVICES

The Contractor shall provide all personnel, supervision, management, supplies and services necessary to provide Asset Tracking Services as defined in the Statement of Objectives (SOO).

Labor Categories, Level of Effort and Rates/Price for Managed Services (b)(4) + Supplies and Other Related Cost Items-Non Personnel Data, Infrastructure, and Network feeds) (b)(4)

(b)(4)

1002

(b)(4)

Option Period 1

PREPAID MESSAGES

The Contractor shall provide all personnel, supervision, management, supplies and services necessary to provide Asset Tracking Services as defined in the Statement of Objectives (SOO).

(b)(4)

1003

(b)(4)

Option Period 1

OTHER DIRECT COSTS (ODC)--Please provide a Not-To-Exceed Amount for this fixed price CLIN.

The Contractor shall be responsible for



the repair and/or replacement of GPS Hardware, Transponders, Batteries, etc.

(b)(4) (A Spreadsheet of firm fixed prices is provided below)

1004

(b)(4)

Option Period 1  
SURGE SUPPORT-Please provide a Not-To-Exceed Amount for this CLIN. The contractor shall provide all personnel, supervision, management, supplies and services necessary to provide Asset Tracking Services for surge requests in the event of a Disaster as defined in the Statement of Objectives (SOO).

(b)(4)

1005

(b)(4)

Option Period 1  
TRAVEL-Please provide a Not-To-Exceed Amount for this CLIN. All travel is Cost Reimbursable. All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations.

(b)(4)

1006

(b)(4)

Option Period 1  
TRAVEL FOR SURGE SUPPORT-Please provide a Not-To-Exceed Amount for this CLIN. All travel is Cost Reimbursable. All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations.

(b)(4)

GRAND TOTAL --- \$2,002,011.75

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## ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2014-06-4525RS-3000--2580-D	W496990Y F	\$2,002,011.75

**SPREADSHEET FOR OTHER DIRECT COSTS (ODC)-FIRM FIXED PRICES**  
**BASE PERIOD—CLIN 0003**

ITEM	UNIT	PRICE
Return Kits	1 Each	(b)(4)
Packaging Materials	1 Each	
Mounting Sleds	1 Each	
Magnets	1 Each	
Transponder Repair & Replacement	1 Each	
Misc. Supplies & Tools	1 Each	
Batteries	1 Each	

**OPTION PERIOD 1—CLIN 1003**

ITEM	UNIT	PRICE
Return Kits	1 Each	(b)(4)
Packaging Materials	1 Each	
Mounting Sleds	1 Each	
Magnets	1 Each	
Transponder Repair & Replacement	1 Each	
Misc. Supplies & Tools	1 Each	
Batteries	1 Each	

**NOTE: CLINS 0001-0006, and 1001-1006 (If exercised) will be invoiced Monthly based on actual usage and delivery.**

**B.2 PERIOD OF PERFORMANCE**

1. The Period of Performance for CLIN 0001-0006 shall be from August 31, 2014 through August 30, 2015.
2. If Option 1 is exercised, the Period of Performance for CLIN 1001-1006 shall be from August 31, 2015 through August 30, 2016.

**B.3 IDENTIFICATION OF GOVERNMENT OFFICIALS**

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Carolyn M. Knight

Phone: 202-646-3977

E-mail: Carolyn.Knight@fema.dhs.gov

**Administrative Contract Specialist**

Name: Ms. Toye Hobday

Phone: 202-646-1653

E-mail: Toye.Hobday@fema.dhs.gov

Contracting Officer's Representative (COR) Point of Contact hereby delegated authority to accept goods and services and review and approve invoices for this contract:

Name: Isaac Pelt

Phone: 202-646-3665

E-mail: Isaac.Pelt@fema.dhs.gov



**SECTION C - CONTRACT CLAUSES**

52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014

**C.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

**ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAY 2014
52.213-3	NOTICE TO SUPPLIER	APR 1984
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997

**C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days.

**C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.



52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS	FEB 1990
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-12	CONTRACT TERMINATION - DEBARMENT	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-16	APPROVAL OF WAGE RATES	MAY 2014
52.222-26	EQUAL OPPORTUNITY	MAR 2007

**C.4 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

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

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

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

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

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

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

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

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

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

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



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

(f) Subcontracts.

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

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

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

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

52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 2014
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-11	OZONE-DEPLETING SUBSTANCES	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.232-1	PAYMENTS	APR 1984



**C.5 52.252-2****CLAUSES INCORPORATED BY REFERENCE****(FEB 1998)**

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

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

52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2014
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES-COST REIMBURSEMENT	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

(End of Addendum to 52.212-4)

**C.6 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS**

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

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.



8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include

the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

#### **C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).



☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).



- [X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [ ] (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [ ] (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- [ ] (ii) Alternate I (June 2003) of 52.219-23.
- [ ] (22) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ] (23) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ] (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X] (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- [ ] (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- [ ] (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- [X] (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [ ] (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- [X] (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- [X] (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- [X] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [X] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)



- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☒ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (43) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (44)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).



- ☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (52) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (53) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- | Employee Class  | Monetary Wage-Fringe Benefits |
|---|-------------------------------|
| <input checked="" type="checkbox"/> (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).          |                               |
| <input type="checkbox"/> (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).  |                               |
| <input type="checkbox"/> (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67). |                               |
| <input type="checkbox"/> (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-- Requirements (MAY 2014) (41 U.S.C. chapter 67).  |                               |
| <input checked="" type="checkbox"/> (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).  |                               |
| <input type="checkbox"/> (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).   |                               |
| <input type="checkbox"/> (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).   |                               |



(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).



Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **C.8 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

##### **(a) Provisions.**

☐ 3052.209-72 Organizational Conflicts of Interest.

☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

##### **(b) Clauses.**

☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.

☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

☐ 3052.204-71 Contractor Employee Access.



☐ Alternate I

☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

☐ 3052.209-73 Limitation on Future Contracting.

☒ 3052.215-70 Key Personnel or Facilities.

☐ 3052.216-71 Determination of Award Fee.

☐ 3052.216-72 Performance Evaluation Plan.

☐ 3052.216-73 Distribution of Award Fee.

☐ 3052.217-91 Performance. (USCG)

☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)

☐ 3052.217-93 Subcontracts. (USCG)

☐ 3052.217-94 Lay Days. (USCG)

☐ 3052.217-95 Liability and Insurance. (USCG)

☐ 3052.217-96 Title. (USCG)

☐ 3052.217-97 Discharge of Liens. (USCG)

☐ 3052.217-98 Delays. (USCG)

☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

☐ 3052.217-100 Guarantee. (USCG)

☐ 3052.219-70 Small Business Subcontracting Plan Reporting.

☐ 3052.219-71 DHS Mentor Protégé Program.

☐ 3052.228-70 Insurance.

☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)

☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)

☐ 3052.228-93 Risk and Indemnities. (USCG)

☐ 3052.236-70 Special Provisions for Work at Operating Airports.

☒ 3052.242-72 Contracting Officer's Technical Representative.

☐ 3052.247-70 F.o.B. Origin Information.

☐ Alternate I

☐ Alternate II

☐ 3052.247-71 F.o.B. Origin Only.

☒ 3052.247-72 F.o.B. Destination Only.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

1. Attachment 1.....Statement of Objectives (SOO)
2. Attachment 2.....Wage Determination/Lockport, IL



# FEMA

## **STATEMENT OF OBJECTIVES (SOO)**

### **FOR**

### **Logistics Supply Chain Management System (LSCMS) Asset Tracking Service (ATS)**

**HSFE70-14-C-0101**

**August 26, 2014**

**This document contains source selection information related to the conduct of a Federal agency procurement, the disclosure of which is restricted by Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423). The unauthorized disclosure of such information may subject both the discloser and recipient of the information to contractual, civil, and/or criminal penalties as provided by law.**



## **1 PURPOSE**

Obtain a Federal Emergency Management Agency (FEMA) Logistics Supply Chain Management System (LSCMS) Managed Asset Tracking Service (ATS).

## **2 SCOPE**

The scope of this Statement of Objectives (SOO) is to award a Firm-Fixed Price (FFP) type contract to manage the Asset Tracking Services in support of the FEMA LSCMS Program.

### **Overall Objectives:**

- The purpose of this Statement of Objectives is to contract for managed Asset Tracking Services in support of the FEMA LSCMS Program to include innovative and creative technical approaches to deliver and manage asset tracking, provision tracking equipment, and facilitate in-transit visibility in accordance with the service provider's standard commercial practices.
- The Contractor shall provide business solutions using performance based contracting techniques with non-monetary incentives and disincentives designed to reward superior performance. Specifically, FEMA wants a service provider to deliver and execute a quality assurance plan and quality assurance surveillance plan to include performance incentives and measurements focusing on criteria such as, but not limited to: early deliveries/timeliness, extending the term of the contract to reward exceptional performance, use of surveys to measure customer satisfaction and quality, reliability of the tracking equipment and messaging services, introduction of innovative and technological advancements, methods to reduce and/or optimize messaging costs, and methods to reduce overall program costs.
- The SOO describes the basic objectives of the LSCMS Program and is provided in lieu of a Government written Statement of Work (SOW). This approach provides the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives that satisfy the stated objectives. It also presents the Government with an opportunity to assess the offeror's understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required effort.

## **3 PERIOD AND PLACE OF PERFORMANCE**

- The Period of Performance for the base period shall be from the date of contract award through 12 Months.
- If Option 1 is exercised, the Period of Performance for Option Period 1 shall be from the effective date of the option through 12 Months.



## 4 BACKGROUND

FEMA is part of the U.S. Department of Homeland Security (DHS) and is the nation's preeminent emergency management agency. FEMA's primary mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.

FEMA operates under several statutory authorities including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, the Homeland Security Act of 2002, PL 107-296, and the Homeland Security Appropriations Act of 2007, PL 109-295.

FEMA prepares the nation for all hazards and manages Federal response and recovery efforts following any national incident. FEMA works in partnership with other organizations that are part of the nation's emergency management system. These partners include state and local emergency management agencies, 27 federal agencies and the American Red Cross. FEMA established the National Response Framework to provide the guiding principles for enabling all response partners to prepare for and provide a unified national response to disasters and emergencies - from the smallest incident to the largest catastrophe.

### LOGISTICS MANAGEMENT DIRECTORATE

FEMA is organized into several operational directorates to accomplish its emergency management mission. The Logistics Management Directorate (LMD), a major program office within FEMA, is responsible for policy, guidance, standards, execution and governance for logistics support, services and operations. The LMD functional mission is to effectively plan, manage and sustain the national logistics response and recovery operations, in support of domestic emergencies and special events – to serve as the National Logistics Coordinator.

As the Whole Community Logistics Coordinator, the LMD serves as the single integrator for strategic logistics support, facilitates development of an approved and documented national supply chain strategy, collaborates with national disaster response partners, synchronizes preplanning activities, and leverages vendor network and full capacity across all partners. LMD administers a qualified logistics workforce and information technology solution to accomplish its mission and functions as the National Logistics Coordinator for Stafford and non-Stafford act disasters or events of national significance.

### PROGRAM BACKGROUND

The LSCMS solution supports FEMA Logistics mission with operational and support capabilities for managing the entire disaster supply chain including FEMA-owned assets and resources as well as those provided by partners in other federal agencies (OFAs), non-governmental organizations (NGOs), as well as state, local, and tribal governments, and the private sector. This includes both operational support and providing disaster supply chain visibility to all stakeholders, from managers of distribution points to all levels of the federal, state, local, and tribal governments.



The LSCMS solution was piloted starting in 2005 and is partially fielded for operations at FEMA Headquarters (HQ), Distribution Centers (DCs), Manufactured Housing Unit sites (MHU), Regional Response Coordination Centers (RRCCs), Incident Support Bases (ISBs), forward MHU sites, and Partner/vendor sites to support disaster supply chain management down to State Staging Areas (SSAs) and Points of Distribution (PODs).

The LSCMS system was upgraded to the 2011 Manhattan Associates Commercial Off the Shelf (COTS) version, adding system capabilities to take advantage of supply chain commercial best practices and to replace the un-integrated eTasker request system and the FEMA-IRRIS in-transit visibility system, and were migrated to the DHS Data Center in January 2013. However, LSCMS does not fully support all needed capabilities and has not been fully integrated with other FEMA systems or FEMA partner systems.

Additional LSCMS capabilities and integration are planned for during fiscal year 2014 and beyond including:

- Rollout LSCMS Warehouse Management (WM) system to DC's Hawaii and Frederick (Disaster Information System Clearinghouse (DISC))
- Enable Partner access to Order/Shipment/Receipt applications via a vendor portal
- Provide data interfaces and/or system integration to additional FEMA systems such as the Crisis Management System (CMS) and a Geospatial Information System (GIS) inventory and location feed
- Implement additional carrier location feeds
- Establish a Disaster Recovery/Continuity of Operations (DR/COOP) environment
- Establish a data purge and archiving solution
- Establish an eLearning solution
- Integrate with the new DHS single sign-on solution

## CURRENT SITUATION

ATS tracks GPS tags (transponders) attached to FEMA trailers carrying disaster commodities from the distribution centers to disaster theaters, applies and tracks GPS units in the field at ISBs, provides GPS units and commercial GPS return kits to commercial truck drivers who do not have GPS units, or tracks GPS units attached to fixed assets deployed to disaster areas or GPS feeds relayed via satellite/cellular communications to track emergency response vehicles or busses provisioned during a disaster. The LSCMS Warehouse Management (WM) system records Electronic Serial Numbers (ESNs) for GPS devices on tagged assets and Extended Enterprise Management (EEM) records ESNs associated with shipments. LSCMS has the ability to receive other GPS data feeds brokered by agency or commercial partners, including carrier, using standard messaging protocols.

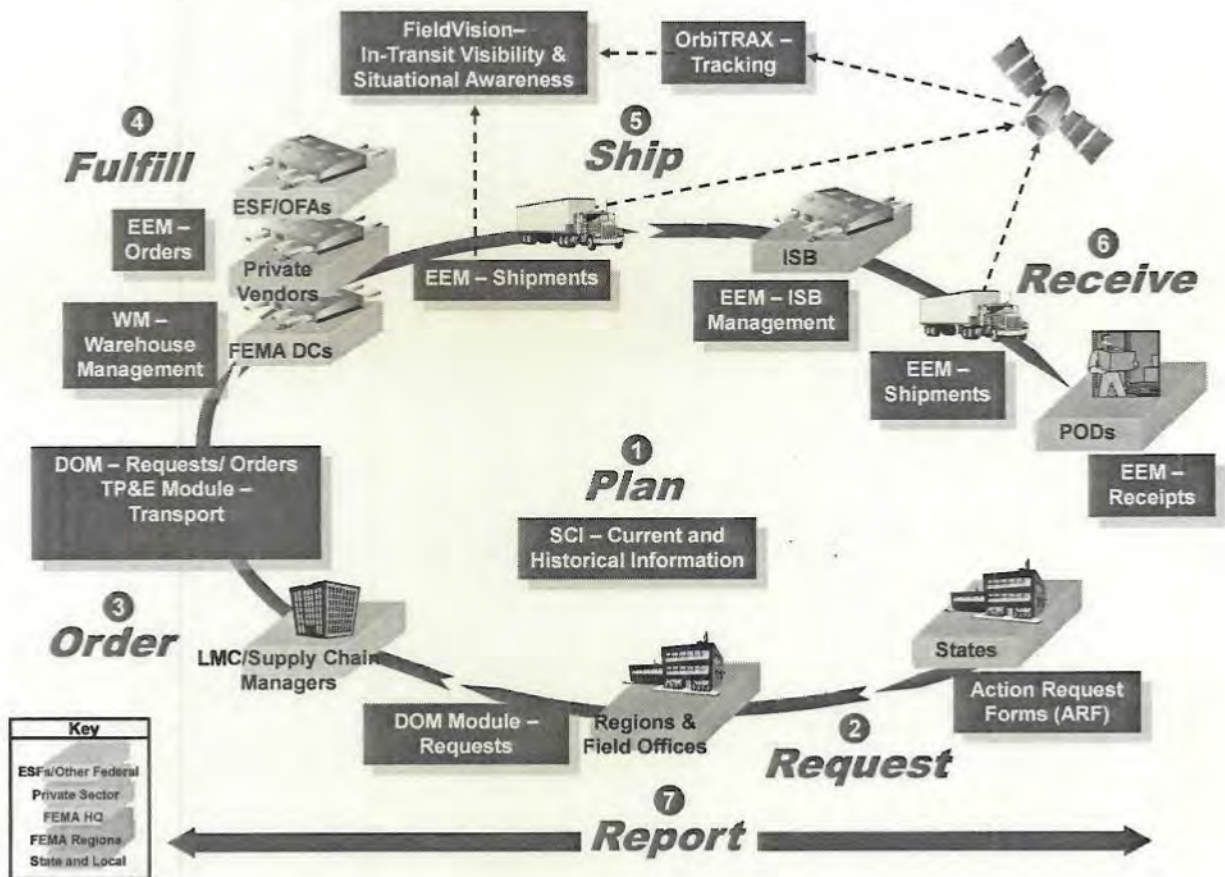
Within the FEMA distribution centers, the WM application is accessed over wireless handheld scanning devices. EEM is accessed through the Intranet using Microsoft Internet Explorer thin client and/or using virtual private network (VPN) technology using iPass virtual private network software from iPass Inc. and Black Ice from Internet Security Systems Inc. for firewall protection. Some commercial entities and Federal agencies are given access to EEM through the Internet after being granted access by FEMA. Others are granted intranet access to the system via



broadband communication through the Internet using VPN technology. The two applications, WM and EEM, exchange data through a secure File Transfer Protocol (FTP) process using secure shell technology. The tracking data is accessed through the ATS via the Internet using thin clients. In the future, some commercial entities and Federal agencies may be given access to the Vendor Portal after being granted access by FEMA.

The ATS ties shipment documentation in EEM to the serial number for an individual GPS tag. LSCMS provides the ability to track all or individual GPS tags to determine geographic location and monitor and query shipping activity.

### LSCMS SYSTEM/PROCESS OVERVIEW



As depicted in the System/Process Overview, Requests are entered manually into the Distributed Order Management (DOM) module and are tracked from commodity manager assignment of source for the requested commodities/inventory, all the way to receipt at the ship-to location. Request information is passed to the EEM module of the LSCMS system to create orders to fulfill the request. The EEM and WM systems track each order through the five functional components of the supply chain: request, order, fulfillment, transportation, and receipt of commodities. GPS data is collected via transponders affixed to transportation



vehicles to provide a web-accessible view of in-transit visibility of commodities in route to disaster sites.

FEMA currently owns 11,500 GPS devices of which 11,500 are activated and over 2,100 are on fixed assets. The GPS units are Numerex SX1 transponders which are fully self-contained, USA manufactured, small outline global satellite based tracking devices capable of determining location using GPS and reporting that location over a low earth orbit (LEO) satellite network. The units are programmed once a day, or more frequently while in motion, sending valuable notification and alarm data. The SX1 device is a ruggedized asset tracking device suitable for extended exposure to outdoor and industrial environments. They are environmentally sealed units that have been tested to MIL-STD-810F extremes and are currently being used in military theaters such as Iraq, Afghanistan, and Pakistan. They incorporate a magnetic on/off switch which puts the device to sleep, conserving battery life and not incurring messaging charges. The GPS transponders are affixed to FEMA trailers or assets by FEMA personnel at FEMA distribution centers, in the field at ISBs, or at the operating site for FEMA fixed-location assets. FEMA maintains a ready stock of GPS transponders to accommodate planned shipping needs and provide for limited disaster surge capacity.

The Contractor staffs and manages the Operational Support Technicians (OST) located at the FEMA distribution centers in Atlanta, GA and Dallas, TX as well as matrix support for the additional distribution centers to ensure total theater coverage. They provide a weekly report of current status and readiness of all asset trackers that are in inventory or assigned to a FEMA asset. A list of failed devices is compiled and reviewed each quarter for recovery. An OST is sent to the last known location to recover and fix or replace the failed device.

The Contractor is responsible for keeping GPS tracking devices tested, inventoried and kitted in Surge Kits at multiple Distribution Centers so they are ready to deploy to staging areas at a moment's notice. They support readiness planning, training and exercise support to enable FEMA staff to perform device management functions during disaster events. They execute recovery procedures to minimize lost or stolen GPS devices during disaster operations and provide input on after-action surge lessons learned and recommendations to ensure a continuous improvement cycle for the LSCMS Program.

Active devices are monitored via their profiled messaging and display by ESN and asset name: location, date/time of message, battery life remaining, address of location (if known), message cause, and motion state. Inventoried devices are stored at a distribution facility and are kept in sleep mode to conserve battery life and messaging. A portion of inventoried devices are tested on a rotational basis each month to monitor device status and battery life.

Authorized FEMA personnel have direct access to GPS tracking device account administration and advanced reporting capabilities including service usage on all active GPS tracking devices through the Numerex FELIX system. Secure GPS messaging to support normal day-to-day operations is provided in a bulk message pool exercisable at the beginning of each contract period and additional GPS messaging can be provided on an ad hoc surge basis to support disaster operations.



The ATS provides a 24x7 Network Operations Center (NOC) and Helpdesk to provide continual and qualified technical support to FEMA GPS device and services provided.

LSCMS systems and components adhere to DHS\FEMA Information Technology (IT) requirements for Cyber Security Enterprise Architecture and follow industry best practices for secure information exchange including open geospatial consortium guidelines and International Organization for Standards (ISO) standards.

## **5 PERFORMANCE OBJECTIVES, GOALS AND OUTCOMES**

### ***Technical objectives:***

- The contractor shall manage the GPS device inventory, to include monitoring of battery health, replacement of batteries, stock replenishment, reports, dashboards, and frequency; Describe how management and operations of the Transponder Depot at the Fort Worth DC and a resource at the Atlanta DC will be transitioned.
- The contractor shall affix and remove GPS devices to/from FEMA property as required
- The contractor shall provide repair and maintenance of GPS hardware and report on repair/resolution activity
- The contractor shall maintain surge kits and provide fully functional devices for a disaster event
- The contractor shall manage product warranty programs
- The contractor shall manage and monitor GPS positioning data
- The contractor shall provide warranty and technology replacement/upgrade plan plus transition plan; include how units will attach to assets
- The contractor shall provide Contractor's Geographic Information System (GIS) mapping capability, as well as backend for configuring and managing data feeds to other platforms and applications. The contractor shall provide LSCMS government staff access to contractor's tracking system and benefits (i.e. GPS tracking device account administration, advanced reporting capabilities, visibility into the usage, active and de-active states of the GPS devices)
- The contractor shall manage data feeds to and from external systems including carriers. The contractor shall support Extensible Markup Language (XML) data interfaces and services to a variety of third party software solutions.
- The contractor shall provide an on-boarding methodology that is compliant with FEMA's Software Development Life Cycle (SDLC) methodology as well as applicable security controls for additional partner/system interfaces
- The contractor shall provide Help Desk, technical support and problem ticket resolution to include 24/7 support during disaster events
- The contractor shall provide ability to rollover excess/unused messaging from one year to the next (similar to cell phone service rollover of unused minutes concept); include performance management of message pool based on historical usage analysis
- The contractor shall provide a solution for unused messaging to be reimbursed at the close of each period of performance



- The contractor shall provide a process and plan for how FEMA personnel will perform and be trained to perform/support device management functions at staging areas during surge and disasters
- The contractor shall provide input to disaster event After Action Reporting (i.e. lessons learned, recommendations)
- The contractor shall transition and support existing GPS devices that FEMA currently is using as it pertains to the previous requirements

***Program Objectives:***

- The contractor shall be responsible for full management of Asset Tracking Services facilitating in-transit visibility within FEMA's LSCMS Program (e.g. managed services) including provisioning and stock replenishment of all asset tracking devices and supplemental equipment, providing GPS messaging services to locate tagged-assets or shipments, ensuring secure data sharing of data feeds and messaging, delivering technical support for on-going operations and maintenance including continued integration with the DHS\FEMA technical architecture, maintaining detailed account balances, and supporting surge capabilities for disaster operations.
- The contractor shall implement their concept of operations and support and improve FEMA's asset tracking and in-transit visibility capabilities and concepts.
- The contractor shall be a SERVICE PROVIDER, rather than simply a MANUFACTURER, with the capability to supply asset tracking and monitoring services as well as provisioning of asset tracking devices for monitoring FEMA assets. The contractor shall possess excellent technical management and program integration skills and focus on highly reliable mission success and customer satisfaction.
- The contractor shall provide a management structure and staffing plan. The proposed resumes must show a detailed description of specific government requirements. The staffing plan shall address how the Offeror will meet the requirements for staffing the program and how the resources will be managed.
- The contractor shall provide an interoperable service or capability that facilitates the tracking of FEMA and non-FEMA shipments from agency partners (non-governmental organizations or commercial suppliers or carrier) which may or may not have GPS transponders affixed as well as GPS feeds relayed via satellite/cellular communications during a disaster. These interoperable capabilities must integrate with the existing LSCMS components and DHS\FEMA technical architecture.
- The contractor shall provide a solution for support of and/or improvements to FEMA's approach to asset tracking services in relation to LSCMS and mission objectives.
- The contractor shall provide a strategy for orderly transition of work from the current incumbent contractor to the new service provider, if required, as well as transition to a follow-on service provider at contract closure without delays or disruptions to the daily operations of the LSCMS Program.
- The contractor shall work with Government personnel in a teaming relationship to accomplish the work under this task order and work with contract staff who are involved throughout other components of FEMA.
- The contractor shall accomplish work in accordance with Federal/DHS/FEMA System Engineering Life Cycle (SELC), security guidance (MD4300A), and the FEMA and DHS enterprise architectures.



## **6 GOVERNMENT FURNISHED INFORMATION/EQUIPMENT (GFI/GFE)**

The LSCMS Program Office will provide the successful offeror the following GFI and GFE during the contract award transition period

- GPS Tracking Devices if the contractor chooses to support existing devices; quantity 11,500 devices
- Standard Operating Procedures (SOPs) and support documentation
- Inventory - including GPS devices at the Defense Logistics Agency (DLA), if contractor chooses to support existing devices
- Transponder Depot operations
- Product warranty information
- Batteries; quantity 15 replacement batteries as of 12/9/13
- GPS supplies - maintenance, mounting, dismounting
- GPS return kits
- Surge Kits; quantity 18
- Reports - daily, weekly, monthly, quarterly, disaster
- Points of Contact (POCs)
- Training and outreach materials
- Drill and table top exercise materials

The FEMA Distribution Centers and locations are as follows:

DC	Address
DC Frederick	4420 Buckeystown Pike Frederick, MD 21704
DC Fort Worth	501 W. Felix St. Fort Worth, TX 76115
DC Atlanta	3084 Southside Industrial Parkway Atlanta, GA 30354
DC Moffett	Bldg 144, Door 7; NASA Ames Research Center Moffett Field, CA. 94035
DC Caribbean	San Juan Industrial Park PR-1, KM 25.1, Quebrada Arenas Ward Caguas, PR 00725
DISC	430 Market Street, Rutherford Building Winchester, VA 22603
DC Hawaii	99-1269 Iwaena Street Aiea, HI 96701
DC Guam	BLDG 1 Barriagada, Guam 96913



## 7 CONSTRAINTS

### 7.1 Security

#### **Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information**

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 *Safeguarding Sensitive But Unclassified (For Official Use Only) Information*, describes how contractors must handle sensitive but unclassified information. DHS MD 4300.1 *Information Technology Systems Security* and the *DHS Sensitive Systems Handbook* prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors specifically for all Task Orders that require access to DHS facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the contractor except as specified in the task order.

#### **Security Review**

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the organization of the DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer's Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. The Contractor will contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to the DHS. Access shall be provided to the extent necessary 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 DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

#### **Interconnection Security Agreements**

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements.

#### **Security Requirements for Unclassified Information Technology Resources (JUN 2006)**

(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 30 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 10.0, March 20, 2013) 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.

### **Security Requirements**

To be completed in conjunction with completion of the Statement of Work Security Requirements Review (ER-857).



## **General**

The Contractor must comply with the provisions of Department of Homeland Security MD 4300. Performance of this contract may require the Contractor to gain access to sensitive but unclassified (SBU) information. SBU information is for official use only.

All systems are required to have Certification and Accreditation performed prior to receiving an Authority to Operate from FEMA. The requirements for this action must be coordinated with FEMA IT Security Branch.

## **Employment Eligibility**

The contractor will ensure that each employee and potential employee provides his/her name and social security number (not card) so that the government may verify the validity of the number. If the number is not valid that employee will not be allowed to work on the contract until the problem is resolved.

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

## **Continued Eligibility**

The Department of Homeland Security (DHS) reserves the right to deny and/or restrict entrance to government facilities, prohibit employees from assigned work under the contract, deny and/or restrict handling of sensitive documents/material to any Contractor employee who DHS determines to present a risk of compromising classified and/or sensitive Government information.

The Contractor shall report to the FEMA Security Office any and all adverse information brought to their attention concerning employees performing under this contract. The report shall include the employee's name and social security number, along with the adverse information being reported. Termination of employment of an employee does not obviate the requirement to submit this report. Reports based on rumor or innuendo shall not be submitted to the FEMA Security Office.

## **Termination**

The Contractor shall notify the FEMA Security Office verbally within 24 hours of all terminations/resignations of contractor personnel on this contract and written notification within five (5) days of occurrence. The Contractor shall return to the Contracting Officer's Representative (COR) all DHS issued identification cards and building passes that have either expired or been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or



card number, name of individual to who issued and the last known location and disposition of the pass or card.

### **Security Management**

The contractor shall appoint a senior official to act as a Security Officer. The individual shall work collaboratively with the FEMA IT Security Branch through the COR on all security matters, to include physical, personnel, and protection of all sensitive documents/material handled by the Contractor.

The COR and FEMA Security Office will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this contract. Should the COR or FEMA Security Office determine that the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer shall notify the Contractor, in writing, of the appropriate action the contractor must take to rectify any non-compliance with the contract security requirements.

### **Suitability Determination**

FEMA shall exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to or handling of sensitive Government information to Contractor employees based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude or bar DHS from withdrawing or terminating access to government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

### **Background Investigations**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, in addition to possessing a Defense Industrial Security Clearance Office (DISCO) granted personnel security clearance, shall undergo a position sensitivity analysis based on the duties each individual will perform under the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted for suitability screening purposes. All background investigations will be processed through the



FEMA Security Office. Prospective Contractor employees shall submit the following completed forms to the FEMA Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP System. The completed forms must be given to the FEMA Security Office no less than thirty (30) days before the start of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement
- d. Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

Only complete packages will be accepted by the FEMA Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the United States for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS Information Technology (IT) systems. DHS will consider only U.S. Citizens and LPRs for employment on this contract. DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the Contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

### **Information Technology Security Clearance**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and adhere to the procedures governing such data as outlined in "DHS IT Security Program – Publication DHS MD 4300.Pub." Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g. Privacy Act).



## **Information Technology Security Oversight and Training**

Contractor IT services and operations must adhere to all DHS and FEMA IT security policies. FEMA IT Security Branch shall conduct reviews to ensure that the IT security requirements are included within the contract language, are implemented and enforced in accordance with DHS MD 4300A.

All Contractor employees using Government automated systems or processing Government sensitive data shall be required to receive Security Awareness Training. This training will be provided by the appropriate component Agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security. This training will be provided by FEMA.

All personnel who access Government information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behaviors by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO) in accordance DHS MD 4300A.

### **Security Certification/Accreditation**

FEMA shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. During all SDLC phases of FEMA systems, FEMA personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools found in the DHS MD 4300A.

#### **7.2 Accessibility Requirements (Section 508)**

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

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



applicable EIT accessibility standards have been identified:

### **Section 508 Applicable EIT Accessibility Standards**

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.25 Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

### **Section 508 Applicable Exceptions**

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception



only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

## **Section 508 Compliance Requirements**

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

- All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to [accessibility@dhs.gov](mailto:accessibility@dhs.gov). Use of the Department of Homeland Security (DHS) seal
  - The following URL provides information relating to the proper use of the official DHS seal: <http://training.fema.gov/devres/>
- Use of exit banners when leaving [training.fema.gov](http://training.fema.gov) or FEKC domain will be used for all non-DHS website URLs.
  - The exit banner shall state the following: You are now exiting the Emergency Management Institute's (EMI) web site and entering the site: (the URL for the link within the course). We have provided a link to this site because it has information that may be of interest to our viewers. EMI does not necessarily endorse the views expressed or the facts presented on this site. EMI does not endorse any commercial products that may be advertised or on this site. The FEMA/EMI Privacy Policy does not apply on this site. Please check the site for its Privacy Notice. To easily return, make sure you have added <http://training.fema.gov> as a Bookmark or Favorite.

## **7.3 DHS Geospatial Information System Compliance**

All implementations including geospatial data, information, and services shall comply with the policies and requirements set forth in the DHS Geospatial Information Infrastructure (GII) at <http://dhsconnect.dhs.gov/org/comp/mgmt/cio/oat/Pages/GeospatialManagementOffice.aspx>, including (but not limited to) the following:



- All data built to the GII, whether adopted or developed, shall be submitted to the government for review and insertion into the DHS Data Reference Model.
- All software built to the GII, whether adopted or developed, shall be submitted to the government for review and insertion into the DHS Technical Reference Model.

#### **7.4 DHS Enterprise Architecture Compliance**

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

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.
- In compliance with Office of Management and Budget (OMB) mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.
- All Information Technology assets being developed, procured, or acquired shall be IPv6 capable.

WD 05-2171 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2171  
Revision No.: 13  
Date Of Revision: 06/19/2013

State: Illinois

Area: Illinois Counties of Grundy, Iroquois, Kankakee, Kendall, La Salle,  
Livingston, Will

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.25
01012 - Accounting Clerk II		19.37
01013 - Accounting Clerk III		21.66
01020 - Administrative Assistant		28.01
01040 - Court Reporter		20.25
01051 - Data Entry Operator I		14.81
01052 - Data Entry Operator II		16.15
01060 - Dispatcher, Motor Vehicle		22.93
01070 - Document Preparation Clerk		13.67
01090 - Duplicating Machine Operator		13.67
01111 - General Clerk I		12.73
01112 - General Clerk II		13.89
01113 - General Clerk III		16.34
01120 - Housing Referral Assistant		22.12
01141 - Messenger Courier		11.93
01191 - Order Clerk I		15.99
01192 - Order Clerk II		17.58
01261 - Personnel Assistant (Employment) I		17.84
01262 - Personnel Assistant (Employment) II		19.95
01263 - Personnel Assistant (Employment) III		22.24
01270 - Production Control Clerk		21.43
01280 - Receptionist		13.53
01290 - Rental Clerk		17.41
01300 - Scheduler, Maintenance		18.36
01311 - Secretary I		18.36
01312 - Secretary II		19.84
01313 - Secretary III		22.12
01320 - Service Order Dispatcher		21.04
01410 - Supply Technician		28.01
01420 - Survey Worker		19.19
01531 - Travel Clerk I		13.20
01532 - Travel Clerk II		14.27
01533 - Travel Clerk III		15.44
01611 - Word Processor I		15.50
01612 - Word Processor II		17.41
01613 - Word Processor III		19.47
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.34
05010 - Automotive Electrician		24.51
05040 - Automotive Glass Installer		23.47



05070 - Automotive Worker	23.47
05110 - Mobile Equipment Servicer	21.37
05130 - Motor Equipment Metal Mechanic	28.12
05160 - Motor Equipment Metal Worker	23.47
05190 - Motor Vehicle Mechanic	28.63
05220 - Motor Vehicle Mechanic Helper	20.28
05250 - Motor Vehicle Upholstery Worker	22.45
05280 - Motor Vehicle Wrecker	23.47
05310 - Painter, Automotive	23.47
05340 - Radiator Repair Specialist	23.47
05370 - Tire Repairer	16.41
05400 - Transmission Repair Specialist	28.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.77
07041 - Cook I	14.43
07042 - Cook II	15.77
07070 - Dishwasher	11.17
07130 - Food Service Worker	11.17
07210 - Meat Cutter	15.77
07260 - Waiter/Waitress	12.02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.79
09040 - Furniture Handler	15.81
09080 - Furniture Refinisher	21.77
09090 - Furniture Refinisher Helper	18.02
09110 - Furniture Repairer, Minor	19.94
09130 - Upholsterer	21.77
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.29
11060 - Elevator Operator	12.29
11090 - Gardener	16.87
11122 - Housekeeping Aide	12.75
11150 - Janitor	12.75
11210 - Laborer, Grounds Maintenance	13.50
11240 - Maid or Houseman	12.11
11260 - Pruner	12.35
11270 - Tractor Operator	15.80
11330 - Trail Maintenance Worker	13.50
11360 - Window Cleaner	13.95
12000 - Health Occupations	
12010 - Ambulance Driver	17.84
12011 - Breath Alcohol Technician	18.40
12012 - Certified Occupational Therapist Assistant	25.32
12015 - Certified Physical Therapist Assistant	24.85
12020 - Dental Assistant	14.23
12025 - Dental Hygienist	31.96
12030 - EKG Technician	26.94
12035 - Electroneurodiagnostic Technologist	26.94
12040 - Emergency Medical Technician	18.40
12071 - Licensed Practical Nurse I	18.53
12072 - Licensed Practical Nurse II	20.72
12073 - Licensed Practical Nurse III	23.10
12100 - Medical Assistant	15.77
12130 - Medical Laboratory Technician	19.40
12160 - Medical Record Clerk	16.98
12190 - Medical Record Technician	18.38
12195 - Medical Transcriptionist	17.59
12210 - Nuclear Medicine Technologist	36.15
12221 - Nursing Assistant I	11.40
12222 - Nursing Assistant II	12.82
12223 - Nursing Assistant III	13.99



12224 - Nursing Assistant IV	
12235 - Optical Dispenser	15.71
12236 - Optical Technician	17.70
12250 - Pharmacy Technician	17.48
12280 - Phlebotomist	15.58
12305 - Radiologic Technologist	15.71
12311 - Registered Nurse I	31.10
12312 - Registered Nurse II	29.17
12313 - Registered Nurse II, Specialist	32.57
12314 - Registered Nurse III	32.57
12315 - Registered Nurse III, Anesthetist	38.43
12316 - Registered Nurse IV	38.43
12317 - Scheduler (Drug and Alcohol Testing)	46.07
13000 - Information And Arts Occupations	23.53
13011 - Exhibits Specialist I	
13012 - Exhibits Specialist II	21.51
13013 - Exhibits Specialist III	26.65
13041 - Illustrator I	32.46
13042 - Illustrator II	22.03
13043 - Illustrator III	27.53
13047 - Librarian	32.62
13050 - Library Aide/Clerk	33.74
13054 - Library Information Technology Systems Administrator	14.14
	29.74
13058 - Library Technician	17.76
13061 - Media Specialist I	21.16
13062 - Media Specialist II	23.66
13063 - Media Specialist III	26.39
13071 - Photographer I	19.24
13072 - Photographer II	21.51
13073 - Photographer III	26.65
13074 - Photographer IV	32.46
13075 - Photographer V	35.76
13110 - Video Teleconference Technician	17.89
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.11
14042 - Computer Operator II	20.25
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.79
14071 - Computer Programmer I	(see 1) 25.49
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	
14160 - Personal Computer Support Technician	18.11
	25.09
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.22
15020 - Aircrew Training Devices Instructor (Rated)	41.82
15030 - Air Crew Training Devices Instructor (Pilot)	46.94
15050 - Computer Based Training Specialist / Instructor	36.22
15060 - Educational Technologist	28.07
15070 - Flight Instructor (Pilot)	46.94
15080 - Graphic Artist	26.41
15090 - Technical Instructor	27.45
15095 - Technical Instructor/Course Developer	28.07
15110 - Test Proctor	18.53
15120 - Tutor	18.53



16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.53
16030 - Counter Attendant	9.53
16040 - Dry Cleaner	12.42
16070 - Finisher, Flatwork, Machine	9.53
16090 - Presser, Hand	9.53
16110 - Presser, Machine, Drycleaning	9.53
16130 - Presser, Machine, Shirts	9.53
16160 - Presser, Machine, Wearing Apparel, Laundry	9.53
16190 - Sewing Machine Operator	13.37
16220 - Tailor	14.31
16250 - Washer, Machine	10.54
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.85
19040 - Tool And Die Maker	28.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.93
21030 - Material Coordinator	21.74
21040 - Material Expediter	21.74
21050 - Material Handling Laborer	17.45
21071 - Order Filler	13.80
21080 - Production Line Worker (Food Processing)	16.93
21110 - Shipping Packer	17.20
21130 - Shipping/Receiving Clerk	17.20
21140 - Store Worker I	13.87
21150 - Stock Clerk	18.17
21210 - Tools And Parts Attendant	16.93
21410 - Warehouse Specialist	16.93
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.96
23021 - Aircraft Mechanic I	28.13
23022 - Aircraft Mechanic II	29.96
23023 - Aircraft Mechanic III	31.40
23040 - Aircraft Mechanic Helper	20.38
23050 - Aircraft, Painter	24.99
23060 - Aircraft Servicer	23.85
23080 - Aircraft Worker	25.02
23110 - Appliance Mechanic	22.70
23120 - Bicycle Repairer	16.41
23125 - Cable Splicer	28.80
23130 - Carpenter, Maintenance	31.86
23140 - Carpet Layer	25.28
23160 - Electrician, Maintenance	34.00
23181 - Electronics Technician Maintenance I.	26.30
23182 - Electronics Technician Maintenance II	27.75
23183 - Electronics Technician Maintenance III	29.24
23260 - Fabric Worker	22.20
23290 - Fire Alarm System Mechanic	26.18
23310 - Fire Extinguisher Repairer	21.36
23311 - Fuel Distribution System Mechanic	27.14
23312 - Fuel Distribution System Operator	21.66
23370 - General Maintenance Worker	23.74
23380 - Ground Support Equipment Mechanic	28.13
23381 - Ground Support Equipment Servicer	23.85
23382 - Ground Support Equipment Worker	25.02
23391 - Gunsmith I	21.36
23392 - Gunsmith II	24.07
23393 - Gunsmith III	26.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.69
23411 - Heating, Ventilation And Air Contditioning	28.95



Mechanic (Research Facility)		
23430 - Heavy Equipment Mechanic		28.00
23440 - Heavy Equipment Operator		35.02
23460 - Instrument Mechanic		26.18
23465 - Laboratory/Shelter Mechanic		24.84
23470 - Laborer		13.78
23510 - Locksmith		24.84
23530 - Machinery Maintenance Mechanic		23.74
23550 - Machinist, Maintenance		27.64
23580 - Maintenance Trades Helper		19.22
23591 - Metrology Technician I		26.18
23592 - Metrology Technician II		27.46
23593 - Metrology Technician III		28.56
23640 - Millwright		28.64
23710 - Office Appliance Repairer		24.84
23760 - Painter, Maintenance		24.38
23790 - Pipefitter, Maintenance		31.00
23810 - Plumber, Maintenance		29.42
23820 - Pneudraulic Systems Mechanic		26.76
23850 - Rigger		28.80
23870 - Scale Mechanic		24.07
23890 - Sheet-Metal Worker, Maintenance		29.73
23910 - Small Engine Mechanic		23.54
23931 - Telecommunications Mechanic I		27.25
23932 - Telecommunications Mechanic II		28.30
23950 - Telephone Lineman		26.18
23960 - Welder, Combination, Maintenance		21.33
23965 - Well Driller		26.18
23970 - Woodcraft Worker		26.76
23980 - Woodworker		20.55
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		10.86
24580 - Child Care Center Clerk		16.17
24610 - Chore Aide		14.01
24620 - Family Readiness And Support Services Coordinator		14.81
24630 - Homemaker		14.38
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		31.66
25040 - Sewage Plant Operator		26.93
25070 - Stationary Engineer		31.66
25190 - Ventilation Equipment Tender		23.04
25210 - Water Treatment Plant Operator		26.93
27000 - Protective Service Occupations		
27004 - Alarm Monitor		17.11
27007 - Baggage Inspector		12.10
27008 - Corrections Officer		28.69
27010 - Court Security Officer		28.69
27030 - Detection Dog Handler		14.73
27040 - Detention Officer		28.69
27070 - Firefighter		27.04
27101 - Guard I		12.10
27102 - Guard II		14.73
27131 - Police Officer I		30.33
27132 - Police Officer II		33.11
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.71
28042 - Carnival Equipment Repairer		14.43
28043 - Carnival Equipment Worker		11.17
28210 - Gate Attendant/Gate Tender		16.44
28310 - Lifeguard		13.10



28350 - Park Attendant (Aide)	18.37
28510 - Recreation Aide/Health Facility Attendant	11.40
28515 - Recreation Specialist	18.25
28630 - Sports Official	14.64
28690 - Swimming Pool Operator	20.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.75
29020 - Hatch Tender	23.75
29030 - Line Handler	23.75
29041 - Stevedore I	22.40
29042 - Stevedore II	25.07
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.20
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.77
30021 - Archeological Technician I	17.64
30022 - Archeological Technician II	19.76
30023 - Archeological Technician III	26.59
30030 - Cartographic Technician	26.33
30040 - Civil Engineering Technician	25.64
30061 - Drafter/CAD Operator I	17.64
30062 - Drafter/CAD Operator II	19.76
30063 - Drafter/CAD Operator III	21.99
30064 - Drafter/CAD Operator IV	28.96
30081 - Engineering Technician I	17.38
30082 - Engineering Technician II	20.39
30083 - Engineering Technician III	22.81
30084 - Engineering Technician IV	28.26
30085 - Engineering Technician V	34.56
30086 - Engineering Technician VI	40.57
30090 - Environmental Technician	24.28
30210 - Laboratory Technician	22.13
30240 - Mathematical Technician	26.13
30361 - Paralegal/Legal Assistant I	20.55
30362 - Paralegal/Legal Assistant II	25.43
30363 - Paralegal/Legal Assistant III	31.14
30364 - Paralegal/Legal Assistant IV	37.63
30390 - Photo-Optics Technician	26.33
30461 - Technical Writer I	25.16
30462 - Technical Writer II	30.77
30463 - Technical Writer III	37.23
30491 - Unexploded Ordnance (UXO) Technician I	24.91
30492 - Unexploded Ordnance (UXO) Technician II	30.14
30493 - Unexploded Ordnance (UXO) Technician III	36.13
30494 - Unexploded (UXO) Safety Escort	24.91
30495 - Unexploded (UXO) Sweep Personnel	24.91
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.99
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	17.27
31030 - Bus Driver	22.93
31043 - Driver Courier	19.14
31260 - Parking and Lot Attendant	11.21
31290 - Shuttle Bus Driver	17.30
31310 - Taxi Driver	12.74
31361 - Truckdriver, Light	17.30
31362 - Truckdriver, Medium	22.78
31363 - Truckdriver, Heavy	24.15
31364 - Truckdriver, Tractor-Trailer	24.15
99000 - Miscellaneous Occupations	



99030 - Cashier	9.94
99050 - Desk Clerk	11.94
99095 - Embalmer	24.65
99251 - Laboratory Animal Caretaker I	19.18
99252 - Laboratory Animal Caretaker II	20.46
99310 - Mortician	30.13
99410 - Pest Controller	19.25
99510 - Photofinishing Worker	12.83
99710 - Recycling Laborer	17.79
99711 - Recycling Specialist	20.42
99730 - Refuse Collector	16.48
99810 - Sales Clerk	12.95
99820 - School Crossing Guard	15.24
99830 - Survey Party Chief	22.51
99831 - Surveying Aide	13.73
99832 - Surveying Technician	17.73
99840 - Vending Machine Attendant	18.25
99841 - Vending Machine Repairer	21.08
99842 - Vending Machine Repairer Helper	18.25

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the



conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual



cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or



disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC		CODE FEMA		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATTN (b)(4) (b)(6)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE70-14-C-0101	
				10B. DATED (SEE ITEM 13) 08/29/2014	
CODE 132493201		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE X	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. FAR 52.243-1 CHANGES-FIXED PRICED				
	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)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> 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: 132493201					
Period of Performance: 08/31/2014 to 08/30/2016					
The purpose of this modification is to:					
Realign the remaining (b)(4) from the 0005 TRAVEL Base Year CLIN to 1003 Option Year OTHER DIRECT COSTS CLIN.					
Realign the remaining (b)(4) from the 0003 Base year ODC CLIN to the 1003 CLIN. That would increase the 1003 by (b)(4)					
Realign the SURGE SUPPORT CLIN 0004 Base Year funds of (b)(4) to 1004 Option Year SURGE SUPPORT CLIN.					
Realign the TRAVEL FOR SURGE SUPPORT CLIN 0006 Base Year of (b)(4) to Option Year CLIN 1006					
The contract value remains the same.					
Continued ...					
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Michelle A. Calhoun		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
16C. DATE SIGNED					



NAME OF OFFEROR OR CONTRACTOR

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	**** END OF MOD *****				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00005		09/01/2016		WX02046Y2016T			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
FEDERAL EMERGENCYMANAGEMENT AGENCY		FEMA					
500 C STREET SW							
WASHINGTON DC							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				HSFE70-14-C-0101			
				10B. DATED (SEE ITEM 13)			
				08/29/2014			
CODE 132493201		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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)				Net Increase:		\$998,645.00	
2016-6R-705DSA-D50E-733300-2580							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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:							
D. OTHER (Specify type of modification and authority)							
X 52.217-8 -- Option to Extend Services							
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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: 132493201							
The purpose of this modification is to obligate funds in the amount \$998,645.00 to continue performance of services within the limits and at the rates specified in the contract in accordance with FAR 52.217-8 Option to Extend Services for six additional months, effective September 1, 2016 - March 1, 2017.							
Delivery Location Code: FEMA							
FEDERAL EMERGENCY MANAGEMENT AGENCY							
BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: Continued ...							
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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Michelle A. Calhoun			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-14-C-0101/P00005PAGE OF  
2 3NAME OF OFFEROR OR CONTRACTOR  
GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2580 Fund Type: D FOB: Destination Period of Performance: 09/01/2016 to 03/01/2017  Add Item 2001 as follows:				
2001	Managed Services Obligated Amount: (b)(4)  Delivery: 09/01/2016  Add Item 2002 as follows:				(b)(4)
2002	Prepaid messages Obligated Amount: (b)(4)  Delivery: 09/01/2016  Add Item 2003 as follows:				(b)(4)
2003	ODCs Obligated Amount: (b)(4)  Delivery: 09/01/2016  Add Item 2004 as follows:				(b)(4)
2004	Disaster Surge Support Obligated Amount: (b)(4)  Delivery: 09/01/2016  Add Item 2005 as follows:				(b)(4)
2005	Travel/Trips Travel is Cost Reimbursable. All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations Obligated Amount: (b)(4) Continued ...				(b)(4)

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-14-C-0101/P00005PAGE OF  
3 3NAME OF OFFEROR OR CONTRACTOR  
GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 09/01/2016				
	Add Item 2006 as follows:				
2006	Travel for Surge Support Trips Travel is Cost Reimbursable. All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations Obligated Amount: (b)(4)				(b)(4)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 06/30/2016		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GALVAN AND ASSOCIATES LLC 749 ROSANNE ST LOCKPORT IL 604414557		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE70-14-C-0101	
				10B. DATED (SEE ITEM 13) 08/29/2014	
CODE 132493201		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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) 2016-6R-705DSA-D50E-733300-2580		Net Decrease:		-\$73,169.65	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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:				
X	D. OTHER (Specify type of modification and authority) Bi-Lateral; mutual agreement of the parties				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 132493201 The purpose of this modification is to deobligate excess funds from the CLINs listed in the total amount of \$73,169.65. Delivery: 09/01/2016 Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY					
BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Continued ...					
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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A. Calhoun			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 06/30/2016	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-14-C-0101/P00006PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 09/01/2016 to 03/01/2017  Change Item 2003 to read as follows (amount shown is the obligated amount):				
2003	ODCs Obligated Amount: (b)(4)				(b)(4)
	Change Item 2004 to read as follows (amount shown is the obligated amount):				
2004	Disaster Surge Support Obligated Amount: (b)(4)				(b)(4)
	Change Item 2005 to read as follows (amount shown is the obligated amount):				
2005	Travel/Trips Travel is Cost Reimbursable. All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations Obligated Amount: (b)(4)				(b)(4)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WX02795Y2015T	5. PROJECT NO. (If applicable)	
6. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC	CODE FEMA	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GALVAN AND ASSOCIATES LLC 749 ROSANNE ST LOCKPORT IL 604414557		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE70-14-C-0101		
		10B. DATED (SEE ITEM 13) 08/29/2014		
CODE 132493201	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 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: (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:
X	D. OTHER (Specify type of modification and authority) Bi-Lateral; mutual agreement of the parties

**E. IMPORTANT:** Contractor ☐ is not. ☒ 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: 132493201

The purpose of this modification is to realign funds in the total amount of \$73,169.65 from WX02795Y2015T:

from CLIN 1003 to CLIN 2003 (b)(4)  
from CLIN 1004 to CLIN 2004  
from CLIN 1005 to CLIN 2005

Delivery: 09/01/2016

Delivery Location Code: FEMA

FEDERAL EMERGENCY MANAGEMENT AGENCY

Continued ...

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A. Calhoun	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-14-C-0101/P00007

PAGE	OF
2	4

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FOB: Destination</p> <p>Period of Performance: 09/01/2016 to 03/01/2017</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p>				
1003	<p>Option Period 1 OTHER DIRECT COSTS (ODC)--Please provide a Not-To-Exceed Amount for this fixed price CLIN. The Contractor shall be responsible for the repair and/or replacement of GPS Hardware, Transponders, Batteries, etc. (In accordance with Spreadsheet</p> <p>Product/Service Code: R425</p> <p>Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL</p> <p>Accounting Info:</p> <p>2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D</p> <p>Funded: (b)(4)</p> <p>Change Item 1004 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
1004	<p>Option Period 1 SURGE SUPPORT-Please provide a Not-To-Exceed Amount for this CLIN. The contractor shall provide all personnel, supervision, management, supplies and services necessary to provide Asset Tracking Services for surge requests in the event of a</p> <p>Product/Service Code: R425</p> <p>Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL</p> <p>Accounting Info:</p> <p>2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D</p> <p>Funded: (b)(4)</p> <p>Change Item 1005 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
1005	<p>Option Period 1 TRAVEL-Please provide a Not-To-Exceed Amount for this CLIN. All travel is Cost Reimbursable. All travel must be pre-approved by the Contracting Officer (CO) and Continued ...</p>				(b)(4)



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-14-C-0101/P00007PAGE OF  
3 4NAME OF OFFEROR OR CONTRACTOR  
GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the Contracting Officer's Representative (COR) via e-mail and must comply with Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL  Accounting Info: 2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D Funded: (b)(4)				
2003	ODCs  Accounting Info: 2016-6R-705DSA-D50E-733300-2580 BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Funded: \$0.00 Accounting Info: 2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D Funded: (b)(4)  Change Item 2003 to read as follows (amount shown is the obligated amount):				(b)(4)
2004	Disaster Surge Support  Accounting Info: 2016-6R-705DSA-D50E-733300-2580 BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Funded: \$0.00 Accounting Info: 2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D Funded: (b)(4)  Change Item 2004 to read as follows (amount shown is the obligated amount):				(b)(4)
	Continued ...				

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSFE70-14-C-0101/P00007

PAGE 4 OF 4

 NAME OF OFFEROR OR CONTRACTOR  
 GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2005	<p>Travel/Trips</p> <p>Travel is Cost Reimbursable. All travel must be pre-approved by the Contracting Officer (CO) and the Contracting Officer's Representative (COR) via e-mail and must comply with Joint Travel Regulations</p> <p>Accounting Info:                      2016-6R-705DSA-D50E-733300-2580 BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Funded: \$0.00</p> <p>Accounting Info:                      2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D Funded: (b)(4)</p>				(b)(4)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GALVAN AND ASSOCIATES LLC 749 ROSANNE ST LOCKPORT IL 604414557		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 132493201		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE70-14-C-0101	
				10B. DATED (SEE ITEM 13) 08/29/2014	

**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 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: (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:
X	D. OTHER (Specify type of modification and authority) Bi-Lateral; mutual agreement of the parties

**E. IMPORTANT:** Contractor ☐ is not. ☒ 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.)

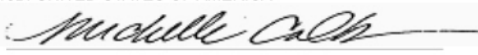
DUNS Number: 132493201

The purpose of this mod is to extend the Period of Performance through March 9, 2017 at no additional costs to the government.

DO/DPAS Rating: NONE

Period of Performance: 09/01/2016 to 03/09/2017

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A. Calhoun	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/28/2017

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC		CODE FEMA		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  GALVAN AND ASSOCIATES LLC 749 ROSANNE ST LOCKPORT IL 604414557				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE70-14-C-0101	
						10B. DATED (SEE ITEM 13) 08/29/2014	
CODE 132493201		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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:					
X		D. OTHER (Specify type of modification and authority) Bi-Lateral; mutual agreement of the parties					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 132493201 The purpose of this mod is to: - realign funds in accordance with the continuation sheet for payment of the final invoice; and - correct the period of performance in Modification P00005: Delete September 1, 2016 - March 1, 2017, and replace with August 31, 2016 - March 1, 2017 - correct the period of performance in Modification P00008: Delete Period of Performance: 09/01/2016 to 03/09/2017, and replace with Period of Performance: 08/31/2016 to 03/09/2017 DO/DPAS Rating: NONE Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY Continued ...							
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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle A. Calhoun			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 04/19/2017	



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-14-C-0101/P00009PAGE OF  
2 4NAME OF OFFEROR OR CONTRACTOR  
GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1004	FOB: Destination Period of Performance: 08/31/2016 to 03/09/2017  Change Item 1004 to read as follows (amount shown is the obligated amount):  Option Period 1 SURGE SUPPORT (realign to CLINS 2001 and 2002) Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL Requisition No: WX02795Y2015T  Accounting Info: 2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D Funded: (b)(4)  Change Item 2001 to read as follows (amount shown is the obligated amount):				(b)(4)
2001	Managed Services (b)(4) Requisition No: WX02046Y2016T, WX02795Y2015T  Accounting Info: 2016-6R-705DSA-D50E-733300-2580 BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Funded: \$0.00 Accounting Info: 2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D Funded: (b)(4) Accounting Info: 2016-6R-705DSA-D50E-733300-2580 BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Funded: (b)(4)  Change Item 2002 to read as follows (amount shown is the obligated amount):				(b)(4)
2002	Prepaid messages (b)(4) Continued...				(b)(4)

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA  
FAR (48 CFR) 53.110



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-14-C-0101/P00009

PAGE 4 OF 4

NAME OF OFFEROR OR CONTRACTOR  
GALVAN AND ASSOCIATES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 2005 to read as follows (amount shown is the obligated amount):				
2005	Travel/Trips (realign to CLIN 2001) Requisition No: WX02046Y2016T, WX02795Y2015T  Accounting Info: 2016-6R-705DSA-D50E-733300-2580 BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Funded: (b)(4) Accounting Info: 2015-06-4525RS-3000--2580-D BFY: 2015 Fund Code: 06 Program: 4525RS Organization: 3000 Object Class: 2580 Fund Type: D Funded: \$0.00  Change Item 2006 to read as follows (amount shown is the obligated amount):				(b)(4)
2006	Travel for Surge Support Trips (realign to CLIN 2001) Obligated Amount: (b)(4) Requisition No: WX02046Y2016T  Accounting Info: 2016-6R-705DSA-D50E-733300-2580 BFY: 2016 Fund Code: 6R Program: 705DSA Organization: D50E Project: 733300 Object Class: 2580 Fund Type: D Funded: (b)(4)  *** End of Modification ***				(b)(4)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY FEMA HQ		7. ADMINISTERED BY (If other than Item 6) FEMA HQ	
FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW WASHINGTON DC 20472			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GALVAN AND ASSOCIATES LLC 749 ROSANNE ST LOCKPORT IL 604414557		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE70-14-C-0101	
				10B. DATED (SEE ITEM 13) 08/29/2014	
CODE 132493201		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 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 Decrease: -\$89,810.93  
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 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:
X	D. OTHER (Specify type of modification and authority) FAR 42.302(a)(70) & FAR 4.804-1

**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)

DUNS Number: 132493201

The propose of this modification is to de-obligate excess funds in the amount of -\$89,810.93 and closeout the contract in its entirety.

The obligated amount is reduced from (b)(4) by (b)(4)

All services have been received and final invoices accepted and paid. All other terms and conditions remain unchanged and in full effect.

DO/DPAS Rating: NONE

Delivery: 06/15/2015

Delivery Location Code: FEMA

Continued ...

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Fernell D. Warren	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 07/17/2018



NSN 7540-01-152-8067

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUIRED NO  
W433561Y

PAGE 1 OF 13

2 CONTRACT NO HSFEHQ-10-C-1496	3 AWARD/EFFECTIVE DATE 09-30-2010	4 ORDER NO.	5 SOLICITATION NUMBER HSFEHQ-10-R-0183	6 SOLICITATION ISSUE DATE
7 FOR SOLICITATION INFORMATION CALL	a NAME Michelle Calhoun	b TELEPHONE NO. (No Collect Calls) (202) 646-2999	8 OFFER DUE DATE/LOCAL TIME 09-28-2010	

9 ISSUED BY Federal Emergency Management Agency Office of Acquisition Management Recovery Branch 500 C Street, S.W., PP 5th Floor Washington DC 20472	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541618 SIZE STANDARD: \$7,000,000.00
--	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15 DELIVER TO DHS/Federal Emergency Management Agency MSB/OCPO 395 E Street, S.W. 5th Floor Washington DC 20472-3205	16. ADMINISTERED BY CODE
--	-----------------------------

17a CONTRACTOR/OFFEROR CODE FACILITY CODE GALVAN AND ASSOCIATES LLC 749 ROSANNE ST LOCKPORT IL 604414557 TELEPHONE NO	18a. PAYMENT WILL BE MADE BY CODE Federal Emergency Management Agency/FFC P.O. Box 800 Berryville VA 22611
--	--

<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>The Contractor shall provide all personnel, facilities, equipment, material, and supplies (except as may be expressly set forth as furnished by the government) and otherwise do all things necessary and incidental to providing EXPERT SUPPORT SERVICES TO THE FEMA CONTRACTING OFFICE STAFF IN THE AREAS OF MANAGEMENT ANALYSIS, HUMAN CAPITAL MANAGEMENT, AND PERFORMANCE METRICS in accordance with the attached Statement of Work.</p> <p>Period of Performance:            BASE: 09/30/2010 - 03/31/2011 - (b)(4)            OPTION PERIOD I - 04/01/2011 - 09/29/2011 -            OPTION PERIOD II - 09/30/2011 - 03/31/2012 -            OPTION PERIOD III - 04/01/2012 - 09/29/2012 -</p> <p>Contract Type: Firm-Fixed Price</p> <p>COTR: Dora Blaino (202) 646-1275</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25 ACCOUNTING AND APPROPRIATION DATA	26 TOTAL AWARD AMOUNT (For Govt Use Only) \$133,125.00
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<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED; ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED; ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT REF. OFFER DATED 09/30/2010 YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

30a SIGNATURE OF OFFEROR/CONTRACTOR <i>John M. Galvan</i>	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Michelle Calhoun</i>
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) JOHN M. GALVAN President	31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Michelle Calhoun
30c DATE SIGNED 9-30-2010	31c DATE SIGNED 9/30/2010

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 7/2005)  
Prescribed by GSA - FAR (48 CFR) 53.112

09/19/2012



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**SECTION B - CONTINUATION BLOCK****B.1 PRICE/COST SCHEDULE**

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
0001	(b)(4)	(b)(4)		\$133,125.00
	FUNDING FOR BASE PERIOD - Management Support Contract			
	FUNDING/REQ NO: 1:		\$133,125.00	W433561Y
GRAND TOTAL ---				\$133,125.00 =====

**ACCOUNTING AND APPROPRIATION DATA:**

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2010-90-0606RC-0600--2595-D	W433561Y F	\$133,125.00

**HOURLY RATES: Base Period Option Period I Option Period II Option Period III**

(b)(4)

**B.3 STATEMENT OF WORK****Purpose:**

The purpose of this effort is to provide expert support services to the FEMA contracting office staff in the areas of management analysis, human capital management, performance metrics, and other related support services. This effort will directly support the Acquisition Operations Division and provide expert staff support for acquisition office personnel.

**Scope:**

The work performed is typical of that assigned to a staff action officer and reflected in the duties of a Management Analyst. Duties include data collection and analysis; short term and intermediate term projects; use of information systems to produce reports or determine status of contract actions; preparation of documents and other artifacts; development of standard operating procedures; and organizing and identifying documents to be updated, reviewed and modified for management review and approval.

This work requires attention to detail, strong writing skills and an ability to understand internal processes and policy requirements. Contractor staff must be able to address requests forwarded from external sources including Controlled Correspondence such as inquiries from congressional members.

**Tasks**

Contractor shall provide one FTE with the required skill level and background at a fixed rate for a 6-month period beginning on the date of contract award. Responsibilities include data collection and analysis; management of short term and intermediate term projects; use of information systems to produce reports or determine status of contract actions; preparation of documents and other artifacts; and organizing and identifying documents to be updated, reviewed and modified for management review and approval.

Performance will require support for review and update of various Human Resources related documents and products and also includes but not limited to: staff actions, letters and memorandums, reports, procedural documents, continuity of



operation planning documents, organizational plans, with an understanding of the human resources policy and organization. This will also require an ability to inform individual staff on work that has been done (e.g., FPDS errors) and on any new procedures or policy updates reflected in the documents. It is also expected for the individual to follow through with FEMA staff to complete finished products.

**Key Personnel:**

Management Analyst with the following minimum qualifications:

- Demonstrated experience in government operations and processes. Examples would include human resources management (e.g., staff development, performance management), basic knowledge of federal procurement, basic knowledge of emergency management, ability to use government information systems (e.g., AAMS, IFMIS); and ability to manage external requirements from the department, members of Congress and the White House.
- Demonstrated ability to provide the necessary attention to detail, facility with the use of information systems, and writing skills and office automation skills to develop, edit, and organize complex professional documents and reports
- A bachelor degree or equivalent and at least 7 years of related experience.

**Place of Performance:**

Work will generally be performed at the FEMA Headquarters building in Washington, DC. FEMA will provide office space, computer equipment, and related supplies for this purpose.

**Period of Performance:**

Base Period	September 30, 2010 – March 31, 2011
Option Period I	April 1, 2011 – September 29, 2011
Option Period II	September 30, 2010 – March 31, 2012
Option Period III	April 1, 2012 – September 29, 2011

**B.3 IDENTIFICATION OF GOVERNMENT OFFICIALS**

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Michelle Calhoun

Phone: (202)646-2999

Fax: Email: michelle.calhoun@dhs.gov

Technical Point of Contact hereby delegated authority to accept goods and services and review and approve invoices for this contract:

Name: Dora Blaino

Phone: (202)646-1275

**SECTION C - CONTRACT CLAUSES****ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

**C.1 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor



employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

## **C.2 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

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

Key Personnel under this Contract:

Douglas Austin

## **C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

Base Period	September 30, 2010 – March 31, 2011
Option Period I	April 1, 2011 – September 29, 2011
Option Period II	September 30, 2010 – March 31, 2012
Option Period III	April 1, 2012 – September 29, 2011
Total Value	



## **C.4 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

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

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

**C.5 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**C.6 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (JUL 2009)**

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Addendum to 52.212-4)

**C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).



☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (8) [Reserved]

☒ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☒ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☐ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

☒ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

☒ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

☐ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☐ (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).



- ☐ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☒ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ☐ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- ☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
- ☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Removed and reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)



(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

No Contract Documents, Exhibits, or Attachments



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		BPA NO	1 CONTRACT ID CODE	PAGE 1 OF 2
2 AMENDMENT/MODIFICATION NO P00003		3 EFFECTIVE DATE 06/03/2011	4 REQUISITION/PURCHASE REQ NO W462500Y	5 PROJECT NO (If applicable)
6 ISSUED BY Federal Emergency Management Agency Office of Acquisition Management  500 C Street, S W , PP 5th Floor Washington DC 20472		7 ADMINISTERED BY (if other than Item 6) Federal Emergency Management Agency Office of Acquisition Management  395 E Street SW Washington, DC 20472		
8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code)  GALVAN AND ASSOCIATES LLC  749 ROSANNE ST  LOCKPORT IL 604414557		(X)	9A AMENDMENT OF SOLICITATION NO	
			9B DATED (SEE ITEM 11)	
			10A MODIFICATION OF CONTRACT/ORDER NO HSFEHQ-10-C-1496	
		X	10B DATED (SEE ITEM 13)	
CODE	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 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 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)

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

(X)	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	
X	D OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return <sup>1</sup> \_\_\_\_\_ 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 extend the term of the contract for 20 working days.

The Period of Performance of this extension is June 3, 2011 through July 1, 2011.

The total amount obligated to this contract has changed:

FROM (b)(4)

TO (b)(4) (increased by \$25,000.00)

The total value of this contract remains unchanged at (b)(4)

All other terms and conditions remain unchanged.

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles Clemons Contracting Officer	
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	16C DATE SIGNED

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
0001	(b)(4) Extended Services: Management Support Contracting 20 Working Days (176 Hours)			\$25,000.00

GRAND TOTAL --- \$25,000.00  
=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2011-90-0606RC-0600--2595-D	W462500Y F	\$25,000.00

A.2 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	Period of Performance
0001	1.00	June 3, 2011 to July 1, 2011



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.  
W462497

PAGE 1 OF

2. CONTRACT NO. HSPHQ-11-C-1099  
 3. AWARD/EFFECTIVE DATE 08/05/2011  
 4. ORDER NO.  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  
 8. NAME  
 9. TELEPHONE NO. (No Collect Calls)  
 10. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY  
 Federal Emergency Management Agency  
 Acquisition Operations Division  
 Support Services Branch  
 395 E ST, S.W., PP 5th Floor  
 Washington DC 20472  
 CODE  
 10. THIS ACQUISITION IS  
☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:  
☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611  
☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$7 Million  
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
☐ SEE SCHEDULE  
 12. DISCOUNT TERMS  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING N/A  
 14. METHOD OF SOLICITATION  
☐ IFB ☐ IFB ☒ RFP

15. DELIVER TO  
 Federal Emergency Management Agency  
 Record Management Division  
 1800 South Bell Street  
 4th Floor  
 Arlington, VA 22202  
 CODE  
 16. ADMINISTERED BY  
 Same as Block 9.  
 CODE

17a. CONTRACTOR/OFFEROR CODE  
 GALVAN AND ASSOCIATES, LLC  
 742 ROSANNE ST  
 LOCKPORT IL 604414557  
 TELEPHONE NO.  
 17b. PAYMENT WILL BE MADE BY  
 Federal Emergency Management Agency/FPC  
 P.O. Box 800  
 Berryville VA 22611  
 CODE

☐ 17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED  
☐ SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a Firm Fixed Price Contract for Contract Closeout and Performance Metrics Technical Support Services in accordance with SOW and Contractor's proposal dated June 20, 2011.</p> <p>The period of performance including options is 8/5/2011 - 8/04/2015.</p> <p>The total contract value including options is \$1,144,000. Invoicing: The contractor shall invoice monthly.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page  
 See Continuation Page  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 Stephen D Galvan  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
 STEPHEN D GALVAN MEMBER  
 30c. DATE SIGNED  
 8/4/2011  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 Charles E. Clemens  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 Charles E. Clemens  
 31c. DATE SIGNED  
 8/4/11

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## SECTION B - CONTINUATION BLOCK

## B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
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0001	(b)(4)			
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Base Period: Contract Closeout Support  
and Performance Metrics.  
Period of Performance: 8/5/2011 -  
8/4/2012

0002	(b)(4)			
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Option Period I: Contract Closeout  
Support and Performance Metrics.  
Period of Performance: 8/5/2012 -  
8/4/2013

0003	(b)(4)			
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Option Period II: Contract Closeout  
Support and Performance Metrics.  
Period of Performance: 8/1/2013 -  
7/30/2014

0004	(b)(4)			
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Option Period III: Contract Closeout  
Support and Performance Metrics.  
Period of Performance: 8/5/2014 -  
8/4/2015

GRAND TOTAL ---

(b)(4)

## ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
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1 2011-90-0606RC-0600--2595-D	W453597Y	F
2 2011-90-0606RC-0600--2595-D	W462496Y	F
3 2011-06-0606RS-0600--2595-D	W462497Y	F

(b)(4)

**SECTION C - CONTRACT CLAUSES****ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

**C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

**C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.amet.gov/far>

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

**C.4 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS**

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

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.



2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

#### **C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☐ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☒ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).



☐ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

☐ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

☐ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

☒ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

- ☐ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- ☐ (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☒ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ☐ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits



[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[ ] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[ ] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **C.6 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and



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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

## **C.7 IISAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

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

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

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

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

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

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

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

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

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

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

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

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

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

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

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

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

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

(c) Treatment of Certain Rights.

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

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

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

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



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

### **C.8 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

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

Key Personnel under this Contract:

Project Manager: Douglas Austin

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment 1: Performance Work Statement

Attachment 2: Contractor's Proposal, Dated June 20, 2011



## PERFORMANCE WORK STATEMENT

### CONTRACT CLOSEOUT SUPPORT AND PERFORMANCE METRICS

#### 1. **BACKGROUND**

The Federal Emergency Management Agency, Office of Chief Procurement Officer, has indentified a backlog of expired "large" contracts awarded pursuant to FAR Part 15) requiring review, closeout actions, and retirement to the Federal Records Center pursuant to the Federal Acquisition Regulation (FAR) and 44 CFR, Subpart D. In addition to "large" contractual instruments, the OCPO has identified a significant backlog of simplified acquisitions, purchase orders, delivery/task orders (under Federal Supply Schedule and Indefinite Delivery contracts) Blanket purchase agreements, grants, interagency agreements for closeout under this contract.

#### 2. **SCOPE**

The Purpose of this contract is to obtain Contract support services in (1) closing out current FEMA/OCPO contracts and its backlog of contracts, and to (2) track and report on FEMA/OCPO performance metrics, to include recommendations to improve productivity.

#### 3. **OBJECTIVES**

- 3.1. Establish a realistic plan and procedure for contract closeout.
- 3.2. Establish, maintain, and make available to-COTR and CO, an effective closeout tracking system,
- 3.3. Track and Report accurate and current information regarding close-out metrics as they pertain to the total FEMA enterprise. This includes CORE Staff, Regions, Acquisitions Operations Division, and contract performance metrics on a weekly basis.
- 3.4. Close out contracts and de-obligate prior year funds in a manner consistent with acceptable contract close-out practices and timelines
- 3.5. Coordinate with file room contractors to free up space in the designated file storage areas by moving closed files to be archived at the Federal Records Center (FRC).
- 3.6. Be able to respond to inquiries made by contracting personnel and COTRs regarding the status and location of particular files in the closeout process.
- 3.7. Track and Report on OCPO performance metrics, including Procurement Acquisition Lead Time, Close-outs, and deobligations on FEMA Enterprises Bases.

#### 4. **PLACE OF PERFORMANCE**

- 4.1. The Contractor shall work primarily at the FEMA Patriots Plaza building, located at 395 E Street SW, 5<sup>th</sup> Floor, Washington DC, 20023.

- 4.2. However, travel to and work at such FEMA permanent or temporary facilities as deemed necessary and appropriate by the COTR or Contracting Officer in fulfillment of the terms of the contract may be authorized.

## **5. *PERIOD OF PERFORMANCE***

- 5.1. Base Period: July 30, 2011 – July 29, 2012
- 5.2. Overlap Period with previous contractor: July 30, 2011 to September 30, 2011
- 5.3. Option Period I: July 30, 2012 – July 29, 2013
- 5.4. Option Period II: July 30, 2013 – July 29, 2014

## **6. *KICK OFF MEETING***

- 6.1. The contractor shall participate in a Kick-Off Meeting with the Contracting Officer, the COTR and any other designated FEMA representatives no later than five (5) calendar days from the date of award. The purpose of the kick-off meeting is to review and discuss the transition plan (See Requirements 8.4). The mutually acceptable final transition plan shall be submitted to the COTR no later than five (5) days after the kick-off meeting is held.

## **7. *PROJECT PLAN MEETING***

- 7.1. The contractor shall participate in a Project Plan Meeting with the Contracting Officer, the COTR and any other designated FEMA representatives no later than 35 days from the date of award, once the initial analytical phase of the contract has been completed. During this meeting the contractor shall provide their Project Plan (see Requirements 8.5) for review and approval. During the Project Plan Meeting discussions will be held over the final formats of all reports due in Section 8 Requirements. Report formats and quantities will be finalized with the approved project plan.

## **8. *REQUIREMENTS***

- 8.1. The contractor shall perform independently at FEMA Headquarters, but shall not represent itself as an Agent of the Government. The contractor shall coordinate with offices within FEMA, other Government agencies, and other government contractors in order to obtain complete and/or required documentation and reconcile contract funding obligations and expenditures.
- 8.2. Standard closeout procedures applicable to a variety of contracts and procurement methods shall be finalized following contract award, subject to Contracting Officer's Technical Representative (COTR) approval. FEMA/DHS - Office of the Chief Procurement Officer's, June 16, 2010, Memorandum: *Contract Closeout Standard Operating Procedures* sets forth the applicable operating procedures. The Contractor may modify the procedures, if the appropriate provided proposed changes are approved by the Contracting Officer's Technical Representative (COTR) in advance.

- 8.3. The contractor shall maintain a FEMA unique computer generated tracking system for tracking critical milestones of the FEMA closeout process. The recommended tracking system (formats/screens) shall be subject to Contracting Officer's Technical Representative (COTR) approval. The contractor shall complete a separate monthly and yearly inventory of all physically complete contracts and enter appropriate data into the tracking system. The government will enter data for any contract "awards", the contractor shall enter all data relative to the closeout effort performed under this contract.
- 8.4. The contractor shall provide a transition plan at the Kick-off Meeting demonstrating how they will transition from the current close-out process. This plan will give details on what the contractor will accomplish during the initial analytical phase, including a detailed description of their on-boarding personnel plan and the transition of the current contract-close outs from the previous contractor.
- 8.5. Based on inventory results gathered in the initial analytical phase, the contractor shall recommend a project plan for effectively closing out all contracts in compliance with the FAR. This plan is subject to Contracting Officer's Technical Representative (COTR) approval. The plan shall specifically address the closure of all FEMA contract over the next 5-7 years, focusing on the period of performance of the contract.
- 8.6. During the analytical phase the contractor shall compile, and thereafter maintain, a list titled "Monthly Priority Report." This list will include, but not be limited to, contracts for close-out which are high dollar, high profile, require DCA Audit, or any over-aged contracts which are those that are due to exceed the 5 year age limitation. Over-aged contracts will require the obligation of current year funds for any settlements that may be required for final closeout. The contractor shall update this list and brief the COTR on their progress closing out these contracts and of any potential roadblocks barring closeout procedures.
- 8.7. The contractor shall manage the day-to-day closeout activities over the life of the contract and submit a "Biweekly Status Report" by calendar month, which shall be due to the Contracting Officer's Technical Representative (COTR) each subsequent 2 week period (see Paragraph 8.8 below). The biweekly report shall address accomplishments, work projections (for the next 30 days), issues of concern, and recommended solutions and cite statistics on closing contracts and meeting FAR standards.
- 8.8. The timeframes specified under FAR 41-804, Closeout of Contract Files, contracts shall be closed within the following timeframes in accordance with FAR 4.804-1:
- i.) Fixed price contracts (other than those using simplified acquisition procedures) – 6 months following evidence of physical completion.
  - ii.) Contracts requiring settlement of indirect cost rates – 36 months following evidence of physical completion.
  - iii.) All other contracts – 20 months following evidence of physical completion.
- 8.9. The contractor shall independently perform the contract closeout process, which shall include, but is not limited to, the following critical milestones:
- 8.9.1. Gather file documentation and ensure completeness of file documentation.
  - 8.9.2. Verify current name and address of contractor.



- 8.9.3. Prepare and forward Completion Memorandum to COTR designated in the contract (fixed price and cost type contracts).
- 8.9.4. Coordinate with COTR as needed to obtain required certifications. If COTR cannot be located, then coordinate with the applicable program office division director.
- 8.9.5. Ensure that disposition instructions for government property and classified material are obtained from the COTR, if required, and provided to the contractor.
- 8.9.6. Coordinate throughout the closeout process with the COTR and contractor, as needed, through resolution of any outstanding issues.
- 8.9.7. Prepare and forward to the contractor, a request for: Final voucher and supporting documentation i.e. summary of costs, payment history, certification concerning US Government Property, list of classified materials retained, release of government liability, and assignment of claims.
- 8.9.8. Coordinate with contractor, as needed, to obtain all required documentation.
- 8.9.9. Coordinate as necessary with the in-plant Defense Contract Audit Agency (or other Government cognizant audit agency) to determine the status of indirect rates on cost-type contracts.
- 8.9.10. Recommend use of FAR Quick Closeout procedures when advantageous to the government.
- 8.9.11. Reconcile contract funding obligations and expenditures with final voucher amount and determine the amount due the government or owed to the contractor. Coordinate research efforts with the contractor, finance office, and auditor when appropriate.
- 8.9.12. Coordinate with the program office, as appropriate, to obtain additional funds for contract closeout, if required.
- 8.9.13. Prepare and maintain a contract file checklist of completed closeout actions for each expired contract file.
- 8.9.14. Prepare a summary detailing the actions taken to effect contract closeout pursuant to FAR 4.805 (a) and (b) for Quick Closeout Procedures.
- 8.9.15. Prepare, in triplicate, final contract modifications to obligate funds or de-obligate excess funds, as appropriate, and closeout the contract, using the FEMA AAMS and IFMIS systems. The modification shall be prepared for Contracting Officer's Technical Representative (COTR) review and Contracting Officer approval.
- 8.9.16. Coordinate with the contractor to obtain the contractor's signature on supplemental agreements prior to Contracting Officer execution.
- 8.9.17. Retain an original, fully executed, final modification in the Official Contract File, and make distribution to the contractor (original), Contracting Officer's Technical Representative (COTR), and the finance office (original and copy).
- 8.9.18. Box and prepare boxed files for transfer to the Federal Records Center. Prepare a typed list of contracts included in each box by contractor name and contract number, and turn boxes over to Operations Support personnel.
- 8.9.19. The contractor shall submit a Monthly Close-out Report (attached) to the Contracting Officer's Technical Representative (COTR) for consideration not less than 5 business days prior to the end of the month. The contractor shall not only track their assigned closeouts but those initiated by Regions, COREs, and AOD personnel.

8.10. The contractor shall submit weekly reports on OCPO performance metrics on FEMA Enterprise bases, including but not limited to:

- 8.10.1. Procurement Acquisition Lead Times (PALT)
- 8.10.2. Contract Close-out
- 8.10.3. De-obligations

## 9. **APPLICABLE DOCUMENTS**

- 9.1. Federal Acquisition Regulation (FAR) Part 4.8, Government Contract Files
- 9.2. Federal Acquisition Regulation (FAR) Part 45, Government Property
- 9.3. Homeland Security Acquisition Manual (HSAM) Subchapter 3004.804, Closeout of Contract Files
- 9.4. Homeland Security Acquisition Regulation (HSAR) Subchapter 3004.8, Closeout of Contract Files
- 9.5. Department of Homeland Security (DHS) Management Directive Number 0550.1, Records Management
- 9.6. FEMA/DHS – Office of the Chief Procurement Officer's, June 16, 2010, Memorandum: *Contract Closeout Standard Operating Procedures*
- 9.7. COTR Handbook – Section 15 (Version 1, February 2009)
- 9.8. FEMA Office of Acquisition Management Instruction No. 107
- 9.9. Code of Federal Regulations – Subpart D
- 9.10. Monthly Close-out Report

## 10. **DELIVERABLES/PERFORMANCE REQUIREMENTS**

ID #	Deliverables/Event	Performance Standards	Delivery Schedule
1.0	Kick-Off Meeting	Delayed no more than one business day beyond the due date (unless Government causes delay).	No later than 5 days after contract award
2.0	Transition Plan See Requirements Section 8.4	Delayed no more than one business day beyond the due date (unless Government causes delay).	The contractor shall submit plan at the kickoff meeting for analytical phase, which should be held within 5 days of award.
3.0	Project Plan Meeting	Delayed no more than one business day beyond the due date (unless Government causes delay).	No later than 35 days after contract award
4.0	Project Plan for Effective Close-out – See Requirements Section 8.5.	Does not require substantive rework to achieve Government acceptance.	The contractor shall submit this plan during the project plan meeting for the contract close-out phase, which should be held within a month and 5 days of award.

5.0	Monthly Priority Report – See Requirements Section 8.6.	Delayed no more than one business day beyond the due date (unless Government causes delay). Report must be approved by COTR.	The contractor shall submit the first monthly report no later than 30 days after award and the last business day of each subsequent month.
6.0	Biweekly Status Report – See Requirements Section 8.7.	Delayed no more than one business day beyond the due date (unless Government causes delay). Report must be approved by COTR.	The contractor shall submit the first biweekly report no later than 14 days after contract award, and every 14 days throughout the life of the contract.
7.0	Completed Closed-out Contracts - See Requirements Section 8.8 and 8.9.	Does not require substantive rework to achieve Government acceptance.	30 days after award, and continuous throughout the life of the contract
8.0	Weekly Performance Metrics Report – See Requirements Section 8.10.	Delayed no more than one business day beyond the due date (unless Government causes delay). Report must be approved by COTR.	The contractor shall submit the first weekly report no later than one week after contract award and the last business day of each subsequent week.
9.0	Monthly Close-out Report – See Requirements Section 8.9.19.	Delayed no more than one business day beyond the due date (unless Government causes delay). Report must be approved by COTR.	The contractor shall submit the first monthly report no later than 60 days after award, and the last business day of each subsequent month.

## **11. GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION**

- 11.1. FEMA will provide office space, five work stations, computer equipment, and related supplies for performance of this contract.
- 11.2. Additional Government-furnished property (materials, equipment, and/or information) will be provided in conjunction with required performance under contract as determined by mutual agreement between the Government and the Contractor. Contractor purchase of hardware or software tools are not anticipated as part of this contract, but if required by the Contractor, must be pre-approved by the COTR. At the written request of the Government, the Contractor shall immediately return any property provided by the Government for the Contractor's use to complete the assigned tasks under this contract. If not requested, the Contractor shall continue to abide by FAR part 45 until completion of the contract.

## **12. PERIOD OF PERFORMANCE**

- 12.1. Base Period: July 30, 2011 – July 29, 2012
- 12.2. Overlap Period with previous contractor: July 30, 2011 to September 30, 2011
- 12.3. Option Period I: July 30, 2012 – July 29, 2013
- 12.4. Option Period II: July 30, 2013 – July 29, 2014



### **13. SECURITY AND CONFIDENTIALITY OF INFORMATION**

13.1. The work performed is UNCLASSIFIED.

13.2. The Contractor may have access to information in the possession of the Government for which the Government's right to use and disclose the information is restricted, or which may be of a nature that its dissemination of use, other than performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor agrees to abide by any restrictive use conditions on information and not to (1) knowingly disclose such information to others without written authorization from the Contracting Officer, or to (2) use the information for any other purpose than performance of this contract.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF

1

2. AMENDMENT/MODIFICATION NO.

P00001

3. EFFECTIVE DATE

08-12-2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

Federal Emergency Management Agency  
Office of the Chief Procurement Officer  
Support Services Section  
500 C Street, S.W., PP 5th Floor  
Washington DC 20472

7. ADMINISTERED BY (if other than item 6)

CODE

same as block 9

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

GALVAN AND ASSOCIATES, LLC

749 ROSANNE ST

LOCKPORT IL 604414557

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
HSFEHQ-11-C-1099

10B. DATED (SEE ITEM 13)

10-25-2010

CODE

FACILITY CODE

X

## 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 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 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)

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

(X)	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.
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)

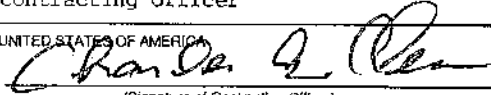
**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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 a Contracting Officer's Technical Representative (COTR).

- Ryan Murray, phone number (202) 646-3897 is hereby appointed as the COTR.
- All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles E. Clemons Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/12/11

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE  
1OF  
22. AMENDMENT/MODIFICATION NO.  
P000023. EFFECTIVE DATE  
See Box 16c4. REQUISITION/PURCHASE REQ. NO.  
W453578YA

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

Federal Emergency Management Agency  
Office of Acquisition Management500 C Street, S.W., PP 5th Floor  
Washington DC 20472

7. ADMINISTERED BY (if other than item 6)

CODE

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

GALVAN AND ASSOCIATES, LLC

749 ROSANNE ST

LOCKPORT IL 604414557

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
HSFERO-11-C-1099

10B. DATED (SEE ITEM 13)

CODE

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 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 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 CONTINUATION Page13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) 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, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF \_\_\_\_\_
- D. OTHER (Specify type of modification and authority)
- X FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ 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 full contract subject number where feasible.)

The purpose of this modification is to exercise Option Year 1 on contract HSFERO-11-C-1099 IAW with the attached Statement of Work.

The obligated amount of this award is hereby increased from \$0(4)

The period of performance of this award is hereby changed from 08/05/2011 through 08/04/2012 to 08/05/2011 through 08/04/2013.

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

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

STEPHEN D GALVAN PRINCIPAL

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

Zuhra Hashmi  
Contracting Officer

15B. CONTRACTOR OFFICER

15C. DATE SIGNED

7/26/12

16B. UNITED STATES OF AMERICA

BY: [Signature] (Signature of Contracting Officer)

16C. DATE SIGNED

07-27-2012



## A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0002	(b)(4)				\$915,000.00
	Option Period I: Contract Closeout Support				
	Period of Performance: 8/5/2012 - 08/04/2013				
	FUNDING/REQ NO:	1:		\$372,000.00	W453578YA
	FUNDING/REQ NO:	2:		\$543,000.00	W453578YA

GRAND TOTAL --- \$915,000.00  
=====

## ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2012-90-0606RC-0660--2595-D	W453578YA F	\$372,000.00
2 2012-06-0606RS-0660--2595-D	W453578YA F	\$543,000.00

## A.2 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
0002	(b)(4)	

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF

2

2. AMENDMENT/MODIFICATION NO.

P00003

3. EFFECTIVE DATE

08-05-2013

4. REQUISITION/PURCHASE REQ. NO.

W505914Y

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

Federal Emergency Management Agency  
Office of Acquisition Management500 C Street, S.W., PP 5th Floor  
Washington DC 20472

7. ADMINISTERED BY (If other than Item 6)

CODE

See Block 6

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

GALVAN AND ASSOCIATES, LLC

749 ROSANNE ST

LOCKPORT IL 604414567

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
HSFEHQ-11-C-1099

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X

## 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 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 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 CONTINUATION Page

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

(X)

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:

D. OTHER (Specify type of modification and authority)

X

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

E. IMPORTANT: Contractor ☐ is not, ☒ 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 of subject matter where feasible.)

The purpose of this modification is to exercise Option Year 2 on contract HSFEHQ-11-C-1099 in accordance with the attached Statement of Work.

The obligated amount of this award is hereby increased from (b)(4) by \$821,584.65 to (b)(4)

The period of performance of this award is 08/05/2013 through 08/04/2014.

End of P00003.

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

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

STEPHEN D GALVAN PRINCIPAL

15B. CONTRACTING OFFICER

(Signature of person authorized to sign)

15C. DATE SIGNED

8/2/2013

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

Charles E. Clemons  
Contracting Officer

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

8/2/13

CONTINUATION PAGE

**A.1 PRICE/COST SCHEDULE**

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0003	(b)(4) Option Period II: Contract Closeout Support and Performance Metrics. Period of Performance: 8/5/2013 - 8/4/2014				\$821,584.65
	FUNDING/REQ NO: 1:			\$449,584.65	W505914Y
	FUNDING/REQ NO: 2:			\$372,000.00	W505914Y
GRAND TOTAL ---					\$821,584.65

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2013-06-0606RS-0660--2595-D	W505914Y F	\$449,584.65
2 2013-90-A657-M620--2595-D	W505914Y F	\$372,000.00

**A.2 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
0003	(b)(4)	



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		BPANO.	1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 08-21-2013	4. REQUISITION/PURCHASE REQ. NO. W474615Y	5. PROJECT NO. (if applicable)	
6. ISSUED BY Federal Emergency Management Agency Office of Acquisition Management 500 C Street, S.W., RP 5th Floor, Washington DC 20472	CODE	7. ADMINISTERED BY (if other than Item 6) See Block 6	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  GALVAN AND ASSOCIATES, LLC  749 ROSANNE ST LOCKPORT IL 604414557		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. HSFENQ-11-C-1099	
		X	10B. DATED (SEE ITEM 13)	
CODE	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 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 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 CONTINUATION Page

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

(X)	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 data, 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 1 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 add one additional contract specialist for services in accordance with the attached Statement of Work.

The obligated amount of this award is hereby increased from (b)(4) by \$120,000.00 to (b)(4)

The period of performance of this award is 08/05/2013 through 08/04/2014.

End of P00004.

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

15A. NAME AND TITLE OF SIGNER (Type or print) STEPHEN GALVAN Principal	15B. CONTRACT/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 8/21/2013	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles E. Clemons Contracting Officer	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8/21/13
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CONTINUATION PAGE

**A.1 PRICE/COST SCHEDULE**

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT PRICE	UNIT	AMOUNT
0003	(b)(4) One additional contract specialist support.				\$120,000.00
	FUNDING/REQ NO:	1:	\$120,000.00	W474615Y	

GRAND TOTAL --- \$120,000.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2013-90-A657-M620--2595-D	W474615Y F	\$120,000.00

**A.2 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
0003	(b)(4)	



## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OPANO.

1. CONTRACT ID CODE

PAGE

OF PAGES

2. AMENDMENT/MODIFICATION NO.  
P000053. EFFECTIVE DATE  
See block 16c4. REQUISITION/PURCHASE REQ. NO.  
W507821Y

5. PROJECT NO. (if applicable)

6. ISSUED BY  
DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
500 C STREET, SW., PP 5TH FLOOR  
WASHINGTON DC 20472 SD

CODE

7. ADMINISTERED BY (if other than Item 6)  
SEE BLOCK 6

CODE

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

GALVAN AND ASSOCIATES, LLC

749 ROSANNE ST

LOCKPORT IL 604414557

(X)

9A. AMENDMENT OF SOLICITATION NO.

OR DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
HSEHQ-11-C-1099

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X

## 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 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 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 CONTINUATION Page13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) 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 data, 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 52.217-9 Option to Extend the Term of the Contract

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ 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.)

The purpose of this modification is to exercise Option Year Three on contract HSEHQ-11-C-1099 in the amount of \$870,163.55. The period of performance for Option Year Three is August 5, 2014 to August 4, 2015.

The total amount of funding for this contract has increased from (b)(4) by \$870,163.55 to (b)(4)

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

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

STEPHEN GALVAN

PRINCIPAL

15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Charles Clemens  
Contracting Officer

15C. CONTRACTING OFFICER

(Signature of person authorized to sign)

15D. DATE SIGNED

7/29/2014

15E. UNITED STATES OF AMERICA

BY Charles S. Clemens  
(Signature of Contracting Officer)

15F. DATE SIGNED

7/30/14



CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	<div style="border: 1px solid red; background-color: yellow; display: inline-block; padding: 2px;">(b)(4)</div> To exercise Option Year III for Closeout and Contract Specialist support services. Period of Performance: August 5, 2014 to August 4, 2015 FUNDING/REQ NO: 1: \$319,460.76 W507821Y FUNDING/REQ NO: 2: \$543,000.00 W507821Y FUNDING/REQ NO: 3: \$7,702.79 W507821Y				\$870,163.55

GRAND TOTAL --- \$870,163.55  
=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2014-90-A657-M630--2500-D	W507821Y P	\$319,460.76
2 2014-06-0606RS-0660--2500-D	W507821Y P	\$543,000.00
3 2014-90-A601-M600--2560-D	W507821Y P	\$7,702.79