**ORDER FOR SUPPLIES OR SERVICES**

**DATE OF ORDER**: 09/14/2017

**CONTRACT NO. (If any)**: HSFDAQ-12-D-0882

**ORDER NO.**: HSFAB-17-J-0335

**REQUISITION/REFERENCE NO.**: TN01901Y2017T

**ISSUING OFFICE (Address correspondence to)**: FEDERAL EMERGENCY MANAGEMENT AGENCY

**500 C STREET SW**

**PUBLIC ASSISTANCE DIVISION**

**WASHINGTON DC 20472**

**TO:**

**NAME OF CONTRACTOR**: NISTAC E

**COMPANY NAME**: NISTAC E

**ADDRESS**: 12420 MILESTONE CENTER DRIVE STE 150

**CITY**: GERMANTOWN

**STATE**: MD

**ZIP CODE**: 208767112

**ACCOUNTING AND APPROPRIATION DATA**

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

**NUMBER**: 2017-06-4332DR-9064--2594

**BUSINESS CLASSIFICATION**

- [ ] SMALL
- [X] OTHER THAN SMALL
- [ ] DISADVANTAGED
- [ ] WOMEN-OWNED
- [ ] HUBZone
- [ ] SERVICE-DISABLED VETERAN-OWNED
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ELIGIBLE UNDER THE WOSB PROGRAM

**PLACE OF**

- [ ] INSPECTION: Destination
- [ ] ACCEPTANCE: Destination

**GOVERNMENT B/L NO.**: Multiple

**DELIVER TO F.O.B. POINT ON OR BEFORE (Date)**

**DISCOUNT TERMS**: Multiple

**SCHEDULE (See reverse for Rejections)**

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<th>QUANTITY ORDERED (c)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (f)</th>
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**SHIPPING POINT**: Destination

**GROSS SHIPPING WEIGHT**: $11,930,394.78

**MAIL INVOICE TO**:

- **NAME**: FEMA FINANCE CENTER
- **STREET ADDRESS**: FEMA FINANCE CENTER PO BOX 9001
- **CITY**: WINCHESTER
- **STATE**: VA
- **ZIP CODE**: 22604

**TOTAL**: $11,930,394.78

**AUTHORIZED FOR LOCAL REPRODUCTION**

**PREVIOUS EDITION NOT USABLE**

**AUTHORIZED**

**SIGNED BY**

**Djoseph**

**TITLE**

Daisy Joseph

**CONTRACTING/ORDERING OFFICER**

---

**OPTIONAL FORM 347 (Rev 2/2012)**

*Printed by GSA/FMA 46 CFR 52.2138*
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TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h)) $11,930,394.78
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Amount: [Redacted] (Option Line Item)

Date Option to be Exercised: 06/20/2018

Product/Service Code: C219

Delivery: 09/20/2018

The Government will not be obligated to pay the contractor any amount in excess of the ceiling price of [Redacted] and the contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the schedule, unless and until the contracting officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the new ceiling price for performance under this contract.
Table 2a: Level of Effort and Cost Estimate Summary

NISTAC will provide the most effective and efficient mix of labor categories, number of personnel, and level of expertise to fulfill the requirements in the most cost-effective approach possible, including using cost control methodologies throughout the entire period of performance of the Task Order.

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<th>Total Cost</th>
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<tr>
<td>Structural Engineer II</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Planner, General I</td>
<td>4</td>
<td>-</td>
</tr>
<tr>
<td>Program Coordinator I</td>
<td>4</td>
<td>-</td>
</tr>
<tr>
<td>Program Coordinator II</td>
<td>4</td>
<td>-</td>
</tr>
<tr>
<td>Program Coordinator III</td>
<td>4</td>
<td>-</td>
</tr>
</tbody>
</table>

The data or information on this page is considered confidential or privileged, is subject to the restriction on the title page of this document, and is not subject to mandatory disclosure under the Freedom of Information Act.
Table 2b: Detailed Cost Estimate for Specific Labor Categories; Labor and Travel Costs by Option Period

<table>
<thead>
<tr>
<th>Skill Category</th>
<th>Year</th>
<th># of Staff</th>
<th>Rate</th>
<th>Base Task Order Hours</th>
<th>Option Period 1 Hours</th>
<th>Option Period 2 Hours</th>
<th>Option Period 3 Hours</th>
<th>TOTAL HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

Total Cost: (b)(4)

CLINS SUMMARY

<table>
<thead>
<tr>
<th>Base Task Order</th>
<th>Option Period 1</th>
<th>Option Period 2</th>
<th>Option Period 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: (b)(4)
TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.3 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 15 calendar days.

A.4 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 15 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar 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 one (1) year.

A.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]:

[x] 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.
A.6 BILLING INSTRUCTIONS (JUN 2014)

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

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

A.7 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.


A.8 INVOICE APPROVAL (JUN 2014)

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

Authorized Invoice Approver

Name: Sherry Savoy
Title: Contracting Officer Representative
Phone: 202-646-2667
Email: sherry.savoy@fema.dhs.gov

A.9 IDENTIFICATION OF GOVERNMENT OFFICIALS (AUG 2014)

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Doug Porter
Phone: 202-340-9854
Email: douglas.porter@fema.dhs.gov
Fax:

Contracting Officer's Representative:

Name: Sherry Savoy
Phone: 202-646-2667
Email: sherry.savoy@fema.dhs.gov
Fax:
A.10 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

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

SF 1034 and 1035 instructions:

SF 1034--Fixed Price

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

(1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.
"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

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

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

INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required.

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

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).

A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date.

A.11 INVOICE INSTRUCTIONS FOR PROVISIONAL INVOICES UNDER FLEXIBLY PRICED CONTRACTS (JUN 2014)

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

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

(i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for provisional billing purposes by the Contracting Officer in accordance with FAR Part 42.7.

(iv) The total fee billed, retainage amount, and available fee must be shown.

(vi) The Contractor must prepare a Statement of Cost for each Contract Line Item (CLIN) and a summary for the total invoiced cost.

(2) Supporting Documentation

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

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer approves a change in the billing rates, include a copy of the approval.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

Payments of invoices or vouchers shall be subject to the withholding provisions (if any) of the contract. In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

SF 1034 and 1035 instructions:

SF 1034 - Provisional/Interim Payment instructions

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

(1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.
(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

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

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

(Name of Official)                           (Title)

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

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

INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF 1035 will be used for additional information required by the Contracting Officer and should be submitted as a continuation sheet to the SF 1034. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required. The information required on the SF 1035 may differ in format and content depending on the type of cost reimbursable contract (cost plus fixed fee, cost plus incentive fee, time and materials, etc.)

Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement.

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

a. Show, as applicable, the target or estimated costs, target or fixed-fee, and total contract value, as adjusted by any modifications to the contract or order. The FAR permits the contracting officer to withhold a percentage of fixed fee until a reserve is set aside in an amount that is considered necessary to protect the Government's interest.
b. Each invoice or voucher for reimbursement shall include sufficient detail to identify costs properly chargeable to the contract. In addition, each invoice or voucher for reimbursement of costs shall detail the total vouched charges by showing current and cumulative costs by cost element as follows:

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

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

(3) Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the contract allows for a separate fringe benefit pool, cite the rate, base, and extended amount.

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

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

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

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

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

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

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

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

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

A.12 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

A. Preface

Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns raised by an interested party. FEMA offers, as an option for dispute resolution, Alternative Dispute Resolution (ADR). ADR in an informal, expeditious and inexpensive way to resolve contract issues and is designed to promote satisfying solutions and fair procedures. For more information on FEMA’s ADR services, please contact FEMA’s ADR office at the following address:

Federal Emergency Management Agency
FEMA ADR Office
Office of Alternative Dispute Resolution
400 Virginia Ave
Washington, DC 20472

If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency.
These procedures have been designed to create an avenue for resolving third party grievances in connection with the acquisition process outside of formal processes through the Government Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the agency protest.

Pursuing an agency protest does not extend the time for obtaining a stay at GAO.

These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

B. Definitions.

(1) "Agency protest," as used in this SOP, is one that may be filed with either the Contracting Officer or the officer responsible for the resolution of all agency protests filed at the level above the Contracting Officer.

(2) "Ombudsman," as used in this SOP, is the agency official above the level of the Contracting Officer designated by the Director of the Acquisition Management Division to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the Ombudsman.

(3) "Day," as used in this SOP, is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

C. Submission Guidelines.

(1) Agency protests may be filed through the Contracting Officer or, at the level above the Contracting Officer, through the Ombudsman either by FAX transmission or by "Certified Mail" (Return Receipt Requested) as follows:

a. Protests filed through the Contracting Officer or the Ombudsman must be mailed or faxed to:

Doug Porter, Contracting Officer
FEMA
douglas.porter@fema.dhs.gov

-OR-

OCPO
Attn: David MacKendrick
Acting Director; APPD
395 E Street SE
Washington, DC 20003

b. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest".

c. If the protester submits the protest directly through the Ombudsman, the protester must also, within one (1) day of submitting the protest to the Ombudsman, submit a copy of the protest to the responsible Contracting Officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).

(2) To be filed on a given day, protests and any subsequent appeals must be received by 4:30 PM, current-local time. Any protests received after that time will be considered to be filed on the next day.
(3) Protest submissions will not be considered filed until all of the following information is provided:

   a. the protester's name, address, telephone number and fax number;

   b. the solicitation or contract number;

   c. a detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;

   d. copies of relevant documents;

   e. a request for ruling by the agency;

   f. a statement detailing the form of relief requested;

   g. all information establishing that the protester is an interested party for the purposes of filing a protest; and

   h. all information establishing the timeliness of the protest.

(4) All protests must be signed by an authorized representative of the protester, and must be addressed to the Contracting Officer or the Ombudsman.

D. Timeliness/Resolution of Protests.

(1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

(2) Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.

(3) Protests filed through the Contracting Officer.

   a. Within twenty (20) days after the protest is filed through the Contracting Officer, the Contracting Officer will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)"

   b. Appeals

      i. Protesters who filed protests through the Contracting Officer may, within five (5) days of receipt of the Contracting Officer's written ruling, appeal to the Ombudsman.

      ii. Requests for Appellate Review must be submitted to the Ombudsman by FAX transmission or by "Certified Mail" (Return Receipt Requested).

      iii. The Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within ten (10) days of receipt of the request for appellate review of the Contracting Officer's decision.
iv. In accordance with FAR 33.103(d)(4) and 4 C.F.R 21.2(a)(3), if there is an agency appellate review of the Contracting Officer's decision on the protest, it will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within ten (10) days of knowledge of initial adverse agency action.

(4) Protests filed through the Ombudsman:

a. If the protester protests directly through the Ombudsman, the Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within thirty-five (35) days after the protest was filed.

b. Protests filed directly through the Ombudsman cannot be appealed within the agency.

E. Dismissal of Protests.

The agency may dismiss protests when protesters file protests through the GAO or CFC while their protests are pending at the agency level; and for failure to comply with any of the requirements of these agency protest procedures. For example, the agency may dismiss protests that are procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly state legally sufficient grounds of protest).

A.13 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.
1. **PROJECT TITLE:** FEMA Public Assistance (PA) Disaster Operations for FEMA-4332-DR-TX.

2. **PURPOSE:** The Government requires technical assistance in support of public assistance disaster operations for FEMA-4332-DR-TX. Overarching objectives are: (1) develop innovative methods, approaches, ideas, and guidance to providing technical assistance in order to advance FEMA’s goals of reducing disaster losses and simplifying the grant process (2) Provide efficient and effective management and administration of the overall project to ensure timely deployment of trained and qualified professionals, high quality services, and exceptional customer service, while adhering to budget and schedule constraints.

3. **BACKGROUND:** The U.S. Department of Homeland Security’s Federal Emergency Management Agency requires technical services to support the Public Assistance (PA) Program’s disaster-related operations in accordance with the statutory authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to support a presidentially declared major disaster on August 25, 2017 for 4332-DR-TX for the State of Texas. FEMA continues to be an integral part of the recovery following the landfall of Hurricane Harvey. Recovery efforts take the form of projects to support the restoration of vital infrastructure, public facilities and services, rehabilitation and reconstruction of private and commercial properties, restoration of the economic base and coordination with voluntary agencies and administration of assistance to households and individuals.

The program activities are highly visible and require the services of professional engineers, insurance specialist, and other related technical specialists. The services required are in support of the Public Assistance (PA) Program disaster operations for FEMA-4332-DR-TX, Hurricane Harvey.

4. **SCOPE:** The Contractor must provide technical assistance in support of PA Disaster Operations for FEMA-DR-4332-TX. The selected firms will be required to provide engineering, insurance, and other professional services supporting the Public Assistance (PA) Program under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206. The Contractor must perform those services in accordance with the terms of the contract between the Contractor and FEMA. The specific tasks are identified below in Section 6 of this document.

5. **APPLICABLE DOCUMENTS:** N/A

6. **SPECIFIC TASKS:**

   **Overview:** The Contractor must provide technical expertise to support PA disaster operations. Under the PA Program, FEMA awards grants to State and local governments, and certain private non-profit entities, to assist in the response to, and recovery from, Presidentially-declared major
disasters. The PA Program can provide assistance for debris removal, emergency protective measures, and permanent restoration of damaged infrastructure.

Tasks that the Contractor must perform include:

**Task 1: Project Formulation.** The Contractor must provide professional engineers and other technical specialists to evaluate damaged public facilities and infrastructure and to recommend methods of repair or replacement pursuant to FEMA’s law, regulations, and policies on eligibility.

Damages must be documented using FEMA Form 90-91, the Project Worksheet (PW), and applicable attachments. The Contractor must estimate the cost of repair or replacement of large projects, utilizing industry standards and FEMA’s CEF. The technical specialists with a working knowledge of EMMIE, FEMA current system of record is preferred. The specialists will be responsible for direct entry of PA projects into EMMIE.

In addition to developing scopes of work and cost estimates for the repair or replacement of damaged facilities, during project formulation the Contractor may also be required to appraise property, evaluate art and functional object conservation, develop benefit cost analyses, and identify hazardous waste.

**Task 2: Project Management.** The Contractor must provide technical expertise for large public facilities damaged as a result of Presidentially-declared major disasters. Project management may include project planning, conceptual design and coordination. Project management focuses primarily on the monitoring of applicants’ efforts executing projects and the performance of applicants’ contractors on specific projects.

**Task 3: 406 Hazard Mitigation.** The Contractor must develop cost-effective measures to eliminate or reduce future damages to damaged facilities—specifically, to reduce repetitive damage-to-damage public facilities in accordance with Section 205 of the Disaster Mitigation Act of 2000. The Contractor shall also evaluate effectiveness of mitigation measures that have been implemented in accordance with approved Hazard Mitigation Proposals.

To be eligible, Section 406 hazard mitigation measures:

- Must be appropriate to the disaster damage and prevent future damage similar to that caused by the declared event;
- Must be applied only to the damaged elements of a facility;
- Cannot increase risks or cause adverse effects to the facility or to other property; and
- Must consist of work that is above and beyond the eligible work required to return the damaged facility to its pre-disaster design.
**Task 4: Debris and Other Emergency Operations.** The Contractor must provide technical assistance to evaluate debris operations and emergency protective measures. Emergency protective measures are those activities performed to eliminate or reduce immediate threats to the public, including search and rescue, warning of hazards, and demolition of unsafe structures. The Contractor may be tasked to provide field monitors to document the daily activity of the debris removal process. Field monitors calculate cubic yards of all types of debris (vegetative, hazardous household waste, construction/demolition, and white goods), and document the quantities on PWs.

**Task 5: Appeals.** The Contractor must provide technical expertise to offer recommendations on appeals submitted by applicants in accordance with the provisions of 44 CFR Part 206. The results of the review must be documented in a written report based on guidance from applicable regulations.

**Task 6: Insurance Considerations.** Pursuant to Section 312 of the Stafford Act, the PA Program cannot duplicate benefits from other sources, such as proceeds from an insurance policy. FEMA is required to reduce the amount of assistance for eligible work by the amount of any actual or anticipated insurance proceeds for that work. The Contractor shall provide technical expertise to recommend adjustments to estimated eligible costs for PA projects pursuant to the provisions of applicants’ general property insurance (i.e., all perils except for flood), or the requirements of flood insurance, as defined by the National Flood Insurance Program.

FEMA’s Region VI Office is requesting a total of **422 Technical Specialists**; listed below are the disciplines/skills/qualifications & quantities required supporting FEMA-4332-DR-TX:

<table>
<thead>
<tr>
<th>Team 1</th>
<th>Team 2</th>
<th>Team 3</th>
<th>Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater/Sanitary Engineer (Mid-level) - 6</td>
<td>PAC/Construction Manager (Mid-level) - 90</td>
<td>PAC/Construction Manager (Mid-level) - 90</td>
<td>PA/Construction Manager (Mid-level) - 90</td>
</tr>
<tr>
<td>Geotechnical Engineer (Mid-level) - 4</td>
<td>Trainers/Civil Engineers (Mid-level) - 7</td>
<td>Trainers/Civil Engineers (Mid-level) - 7</td>
<td>Trainers/Civil Engineers (Mid-level) - 6</td>
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<tr>
<td>Insurance Specialist (Mid-level) 5</td>
<td>TAC Coordinator (Mid-level) - 2</td>
<td>TAC Coordinator (Mid-level) - 2</td>
<td>TAC Coordinator (Mid-level) - 2</td>
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<tr>
<td>406 Mitigation Specialist/Structural Engineer (Mid-level) - 10</td>
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<tr>
<td>Trainers/Civil Engineers (Mid-level) - 2</td>
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<tr>
<td>Cost Estimator (Mid-level) - 5</td>
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<td>Civil Engineer (Mid-level) - 6</td>
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<td>Coastal Engineer (Mid-level) - 5</td>
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<td>General Planner (Mid-level) - 5</td>
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<tr>
<td>Policy Advisor/Program Manager (Senior-level) 3</td>
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<tr>
<td>Debris Specialists/Construction Manager (Mid-level) - 19</td>
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</tbody>
</table>
TEAM ONE
For Six (6) Sanitary Engineers or (Equivalent ex. Wastewater Engineer) (Mid-Level):

- Certified wastewater engineer specializing in Wastewater Collection Systems (WWCS). The specialist will have to have full knowledge of facets for collection and delivery to a Waste Water Treatment Plant (WWTP), gravity flow and pressure systems.

- Wastewater Engineers will have experience with designing, operating, building, and/or repairing water, wastewater and sewer treatment plants. These technical specialists will be evaluating potential projects and development of Project Worksheets (PWs) to include project formulation, development of scopes of work and cost estimates for repair or replacement, and validation of program eligibility. These technical specialists may have backgrounds in various engineering disciplines as well as construction and construction management.

For Four (4) Geotechnical Engineer (Mid-Level):

- A Geotechnical Engineer is required for evaluating potential projects and development of Project Worksheets (PWs) to include project formulation, development of scopes of work and cost estimates for repair or replacement of infrastructure, and validation of program eligibility. Technical requirements include damage site visits to identify and assess damages and conduct geotechnical analyses and/or surveys of damaged slopes for stabilizing and repairing integral ground, and the facilities damaged or at risk due to slope failures and land movement. The technical specialist must have:

1) Extensive geotechnical engineering experience evaluating landslides and mudslides located in glacial deposits and weathered volcanic soils;

2) Extensive experience conducting geotechnical evaluations and/or studies of these types of soils and failed slopes;

3) Extensive experience preparing repair or construction projects in these types of soils, both pre- and post-stabilization, including determining feasibility and least cost method of repair;

4) Experience constructing or repairing below-ground sewer or fresh water facilities
located in at-risk, unstable, or potentially unstable soils;

5) Expert knowledge and experience applying FEMA Recovery's Landslide Policy and PA Program eligibility to PA projects associated with landslides and mudslides preferred; and

6) Due to numerous slides in this disaster, the technical specialist should experience conducting multiple ongoing assessments and produce analyses in priority order, based upon FEMA’s requirements.

For Five (5) Insurance Specialists (Mid-Level) Insurance Specialists:

- The insurance specialists must be highly experienced in all aspects of insurance, QA/QC review and FEMA Public Assistance Program. This specialist must have the ability to multi-task by interpreting and applying the applicant's insurance policies (i.e. general property form, inland marine insurance and specifically NFIP) to ensure that duplication of benefits do not exist on insurable properties and be able to perform quality control assurance eligibility reviews on numerous projects. This senior specialist with insurance adjusting experience with a full understanding of the FEMA Public Assistance program applications and its requirements including eligibility determination is preferred. This specialist must have prior disaster assistance research and closeout experience. The specialist must have a background and experience in calculating insurance apportionments. The specialist must have experience on large projects encompassing multiple facility and insurance policies with large policy limits.

- The insurance specialist will perform detailed analyses of insurance contracts to determine available insurance coverages including deductibles, limits of liability, covered property, and exclusions. The insurance specialist will perform comprehensive evaluations of project worksheets (PWs) submitted to the insurance review within Emergency Management Mission Integrated Environment (EMMIE) to assess insurability based on damage description, scope of work, type of facility, eligible costs, type of peril causing damages, flood zone location, and supporting documentation.

For Ten (10) 406 Mitigation Specialists or (Equivalent ex. Architecture/Engineer) (Mid-level):

- Develop cost-effective measures to eliminate or reduce future damages to damaged facilities. Develop measures to reduce repetitive damage-to-damage public facilities in accordance with Section 205 of the Disaster Mitigation Act of 2000, provide technical assistance to applicants in developing measures to reduce repetitive damage to damaged facilities and cost-effective mitigation measures for damaged facilities in accordance with FEMA’s policies and regulations, and evaluate the effectiveness of mitigation measures that have been implemented in accordance with approved Hazard Mitigation Proposals.
• Possessing thorough knowledge of the 406 Mitigation program requirements and providing technical assistance to internal and external stakeholders in the Joint Field Office is preferred;
• To an audience of sub-applicants seeking FEMA disaster assistance;
• Presenting Public Assistance 406 Mitigation and Hazard Mitigation 404 programs regularly meeting with and accompanying FEMA Public Assistance, State and/or applicant personnel on site visits to damaged public infrastructure or eligible non-profit sites and assisting with development of cost effective and technically feasible Hazard Mitigation Proposals;
• Writing reports, scopes of work and detailed correspondence with respect to program parameters and 406 Mitigation proposals;
• Conducting complex benefit-cost analysis (BCA) using FEMA –approved BCA software or methodology for potential 406 Mitigation projects; and
• Advising and guiding on HM program concepts, rules, regulations, and processes.

For Five (5) Cost Estimators (Mid-Level):

- Cost Estimators, evaluate large projects as defined by 44 CFR Part 206 using the Cost Estimating Format, and develop and provide the recommended project cost based on the Cost Estimating Format method used in determining cost of projects as outlined in Disaster Mitigation Act of 2000.

- Technical specialists will have experience estimating large repair/replacement infrastructure projects including bridges, wastewater treatment plants, medical and education facilities, etc. Experience using RS means/Cost works is desired. The technical specialist will use FEMA PA Cost Estimating Format tool, which includes the construction costs and the conditions (timing of estimate, cost of site conditions, etc.) at the time of the estimate development. The CEF Specialist will support teams of Architects and Engineers to develop repair or replacement costs of damaged facilities.

For Six (6) Civil Engineers (Mid-Level):

- Civil Engineers must have a background in road and bridge construction, with the ability to review plans and specifications. Knowledge of program and SRIA/PAAP procedures is desired.

- Civil Engineers will have education and experience in civil engineering projects, such as roads, bridges, storm/sewer design/construction, levees, retaining walls, and/or infrastructure projects typical of high density populations. The technical specialist will assess damages, develop a repair scope of work, and provide an estimate of the work required to repair recorded damages for facilities included above. The technical specialist may provide technical recommendations regarding hazard mitigation approaches and cost estimate for said mitigation approaches.
For Five (5) Coastal Engineers (Mid-Level):

- Coastal Project Engineers must have a background in coastal projects and pier construction. Knowledge of program and SRIA/PAAP procedures is desired.
  - Coastal Project Engineers will have education and experience in coastal engineering projects, such as piers, coastal erosion, beach re-nourishment and/or similar infrastructure projects typical of coastal areas. The technical specialist will assess damages, develop a repair scope of work, and provide an estimate of the work required to repair recorded damages for facilities included above. The technical specialist may provide technical recommendations regarding hazard mitigation approaches and cost estimate for said mitigation approaches.

For Two (2) Trainers (Mid-Level):

- Training Specialists will be placed in the field to support staff in project formulation, which will include mentoring in the development of the claimed damage descriptions, with dimensions, cost estimating and a scope of work. The specialists will receive a briefing at the JFO prior to field implementation. Experience with EMMIE and knowledge of PAAPG, The Stafford Act, 44 CFR, SRIA Legislation and other PA regulations is preferred.

For Five (5) General Planners or (Equivalent) (Mid-Level) General Planner:

- PA Planning Specialists must have the ability to develop report databases and the ability to merge information onto MS Office products.
  - Experience in obtaining and reporting on resources, such as socioeconomic
  - Experience in providing administrative support to technical teams
  - Assist with activities required to organize and conduct public meetings, gather public comment, update website, and other support needed

For Three (3) Policy Advisors or (Equivalent) (Senior):

- Program Specialist (Policy Advisor), must have extensive overall program knowledge to include The Stafford Act, 44 CFR, SRIA Legislation, PAAP program, and all other program materials, such as FEMA PA policy interpretation experience to recommend solutions for consistent program implementation across the recovery area. The specialist will provide support to the FEMA PA program management team by researching Applicant issues, FEMA PA policy, and provide recommendations accordingly.

For up to Nineteen (19) Debris Specialist or (Equivalent) (Mid-level):

- Technical specialists shall provide technical expertise to evaluate debris operations and emergency protection measures. The Contractor may be tasked to provide field monitors to document the daily activity of the debris removal process. The specialists must have a full working knowledge of FEMA PA program guidance as well as PA Alternative procedures program for severe storms, floods, and tornadoes is preferred.
• (Debris Specialist or equivalent) shall act in the capacity of Debris Specialists, assisting the Task Monitor and Debris PAO with the coordination of debris removal activities, the coordination of debris rovers/monitors, the evaluation of debris removal issues. The Debris Specialists shall interface with applicants and contractors, and ensure that other debris removal activities are being conducted appropriately.

• Category A: Technical specialists shall calculate cubic yards of all types of debris (vegetative, hazardous household waste, construction/demolition, and white goods), and recommend a final total for FEMA. When required, the technical specialists shall assist with debris removal in waterways (i.e., marine salvage operations).

• (Debris Specialist or equivalent) will assist in managing and assisting in debris operations. Duties may include: reviewing of debris related contracts; conducting debris estimates; providing general guidance to Applicants; monitor debris removal operations; writing Project Worksheets.

For up to Forty (40) Project Formulation Specialist or (Equivalent ex. Engineer/Road or Bridge Specialists) (First-Level):

➢ Project Specialists with overall program knowledge to include SRIA Legislation, PAAP program, among other program materials is preferred. Must have effective communication skills both written and orally. Must be capable of managing numerous projects at once. Project Specialist or (Equivalent ex. Engineer/Road or Bridge Specialists) shall continue to assist in developing PWs including damage descriptions, scopes of work, and cost estimating; and evaluating projects for compliance with applicable laws, regulations, and policies.

In addition, the technical specialists will identify and review special considerations issues, and should be familiar with preparing CEF for large projects. The technical specialists will also need experience with bridges to include identifying damage, interpreting bridge inspection reports, identifying potential mitigation measures, and developing cost estimates for repair. The technical specialists with knowledge of FEMA EMME system is preferred.

For Five (5) Historic Preservation Specialist (Architectural Historian), Three (3) Archaeologist and Five (5) Environmental Specialist (NEPA)

➢ Assets should have a basic understanding of NEPA and prior FEMA/disaster experience would be helpful. Archaeologist and Architectural Historians must meet the professional standards outlined by the Secretary of the Interior’s Professional Standards and Guidelines in one or more of the fields of Archeology, Architectural History or Historic Architecture as detailed on the National Park Service website http://www.cr.nps.gov/local-law/arch_stnds_9.htm. In addition, Architectural Historians should have prior work experience with Section 106 of the National Historic Preservation Act.

➢ This request is to support the recovery activities and undertakings of FEMA for a presidentially declared disaster. These activities include assistance to ensure
expeditious resolution of issues associated with compliance with environmental and historic preservation laws, regulations, and EOs, including the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) Section 106, Endangered Species Act (ESA) Section 7, Coastal Zone Management Act (CZMA), Coastal Barrier Resources Act (CBRA), Fish and Wildlife Coordination Act (FWCA), Magnuson-Stevens Fisheries Conservation and Management Act (Magnuson-Stevens), Native American Graves Protection and Repatriation Act (NAGPRA), Clean Water Act (CWA), Clean Air Act (CAA), and EOs 11988 (Floodplains), 11990 (Wetlands), and 12898 (Environmental Justice). FEMA will need support in reviewing FEMA recovery projects within the designated disaster area to ensure that these actions comply with environmental and historic preservation laws, regulations, and EOs. This support will generally require staff to be located in Joint Field Offices or other area field offices as needed.

For Three (3) TAC Coordinators (Senior-Level):

The Program Coordinator (TAC Coordinators) will have a high degree of proficiency in creation and maintenance of spreadsheet software; the ability to maintain 100% accuracy of records with respect to staff attendance, vehicles, rotations, travel expense and salary processing for large numbers of staff. The Program Coordinator (TAC Coordinator) will be able to work independently and collaboratively with FEMA to provide needed skills and expertise in furtherance of the Public Assistance Program.

- Task for Program Coordinator (TAC Coordinator) (Senior Level)

TAC Coordinator will assist both FEMA and TAC management with the administrative and staffing support of deployed technical specialists in the field. The technical specialist will assist the FEMA Task Monitor and other FEMA management with multiple duties and reports including the “in-processing” of deployed staff and “out-processing” of demobilized staff.

Additional reporting specific to the disaster may include weekly report submissions on work performed by the contractor as requested by the Task Monitor; lodging reports requested by and submitted to the Task Monitor; CEW/rotation reports, requested by and submitted to the Task Monitor; and reviewed/updated by the TAC Coordinator; daily tracking of staff, when requested by the Task Monitor.

Additional reporting may include incident reporting; review of timesheets for concurrence with hour caps that may change on a weekly basis due to overtime approval by the Task Monitor; Assistance with proposals of backfill candidates for positions identified by the Task Monitor; Roster maintenance; and staff monitoring, as requested. TAC Coordinators will work 40 (forty) hours per week.

TEAM TWO, THREE and FOUR

For Two-hundred and seventy (270) PAC/Construction Managers (Mid-Level):
The primary focus of the specialists will be to coordinate with assigned Recipients/Sub-Recipients throughout the Public Assistance (PA) grant delivery process for Texas. This role is integral to the implementation of the PA Program. This position facilitates and coordinates the effective, efficient, and accurate delivery of grant funding. This requires coordinating with the Sub-Recipient on recovery priorities, understanding their capabilities and capacity to develop projects, and participating in the validation of damage from site inspections through formulation through to the Exit Briefing. PACs are critical to Sub-Recipients and the early identification of special consideration issues and opportunities to avoid delays throughout the entire process.

- The following are the PAC responsibilities:
  1. Receive assignment of Sub-Recipients
  2. Calls to Sub-Recipient to gather initial damage information and gather information on Sub-Recipient capabilities, discusses the requirements for the list of disaster damages, and schedules meeting with the Sub-Recipient
  3. Meets with Sub-Recipient
  4. Begins process of validating damages through scheduling of site inspections
  5. Requesting information from the Sub-Recipient to support their damage claims
  6. Formulating projects (i.e. discuss with the Sub-Recipient logical groupings of work into projects).
  7. Review Damage Descriptions and Dimensions (DDD), scopes of work, and costs.
  8. Ensure that all damaged identified by the Sub-Recipient are addressed.
  9. Prepare for and conduct exit briefing

For Twenty (20) Trainers (Mid-level):

Specialists will be utilized for supporting the Grants Manager/Portal Hotline by receiving calls from FEMA, State, Local, Tribes, and Territories on current events nationwide. Additionally, they will assist in conducting virtual tutorials and one-on-one trainings for FEMA staff in a field office setting. They may also be asked to help support leadership in performing tasks within the Grants Manager. They will likely also be included in the classroom environment assisting the seasoned instructors as necessary.

Instructors demonstrating knowledge and experience in the Recovery arena is preferred. Demonstrated effective presentation skills and interpersonal communication skills. Instructor has taken course(s) that he/she will teach. Must demonstrate ability to modify instruction based on target audience and setting. Has at least 120 days of relevant disaster experience. The candidate is required to either have a Bachelor's degree with five (5) years of experience in disaster fieldwork or in field of expertise; or a graduate level degree or professional registration with two (2) years of experience in disaster fieldwork or in field of expertise; or at least ten (10) years of experience in disaster fieldwork or in field of expertise. The Instructor is responsible for all necessary course materials and must coordinate with FEMA’s Training Manager and Public Assistance management for course approval. The Instructor must comply with FEMA’s training policies and regulation.

For Six (6) TAC Coordinator (Mid-level):

- TAC coordinator will assist both FEMA and TAC with the administrative and staffing
support of deployed technical specialists in the field. The specialists assist the FEMA Task Monitors and other FEMA management with multiple duties and reports including the “in-processing” of deployed staff and “out-processing” of demobilized staff.

Additional ad hoc reporting specific to the disaster may include:

- Weekly report submissions on work performed by TACs, as requested by TM.
- Lodging reports requested by and submitted to TM.
- CEW/rotation reports, requested by and submitted to TM.
- Review of HR lists, compiled by HR and reviewed/updated by TAC coordinators.
- Daily tracking of staff, when requested by the TM.

Additional reporting may include:

- Incident reporting.
- Review of timesheets for concurrence with hour caps that may change on a weekly basis due to overtime approval by PACs, TM, etc.
- Assistance with proposals of backfill candidates for positions identified by the TM.
- Roster maintenance.
- Staff monitoring, as requested.

*The Government will accept alternate skill classifications provided that they meet the requirements as identified in the SOW and do not exceed the estimated level of effort.

7. DELIVERABLES AND DELIVERY SCHEDULE: The Contractor must provide:

**PERFORMANCE REQUIREMENTS SUMMARY/DELIVERABLES**

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Performance Requirement</th>
<th>Performance Standard</th>
<th>Method of Surveillance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1: Task 2 - Preliminary Damage Assessments</td>
<td>The contractor will submit final recommendations on the reconstructed, repaired, or restored work completed by applicants for approval.</td>
<td>Timely submission and Government acceptance.</td>
<td>100% Inspection – TM/COR will review each product for completeness &amp; accuracy.</td>
</tr>
<tr>
<td>Deliverable 1: Task 3 - Project Formulation</td>
<td>The contractor will prepare detailed cost estimates and develop complete scopes of work. The contractor will develop versions of Project Worksheets.</td>
<td>Timely submission and Government acceptance.</td>
<td>100% Inspection – TM/COR will review each product for completeness &amp; accuracy.</td>
</tr>
<tr>
<td>Deliverable 2: Task 9 - Debris and Other Emergency Operations</td>
<td>Prepare operational status report. Must provide technical assistance to evaluate debris operations. Must be able to field monitor and calculate cubic yards of all types of debris and document the quantities on PWs.</td>
<td>Timely submission and Government acceptance.</td>
<td>100% Inspection – TM/COR will review each product for completeness &amp; accuracy.</td>
</tr>
<tr>
<td>Deliverable 3: Task 6 - Hazard Mitigation</td>
<td>The Contractor must also prepare historic reviews and/or historic recordation in accordance with criteria in 36 CFR Part 800—Protection of Historic Properties, Section 106 Review Process. The results of</td>
<td>Timely submission and Government acceptance</td>
<td>100% Inspection – TM/COR will review each product for completeness &amp; accuracy.</td>
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<tr>
<td>Deliverable 4: Task 7 – Appeals</td>
<td>The Contractor must prepare written recommendations for the final eligibility determination to be submitted to the Public Assistance Branch Chief and SRO Management, as needed</td>
<td>Timely submission and Government acceptance</td>
<td>100% Inspection – TM/COR will review each product for completeness &amp; accuracy.</td>
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<tr>
<td>Deliverable 5: Task 8 – Insurance Considerations</td>
<td>The Contractor must provide technical expertise to recommend adjustments to estimated eligible costs for PA projects pursuant to the provisions of applicant's general property insurance or the requirements of NFIP.</td>
<td>Timely submission and Government acceptance</td>
<td>100% Inspection – TM/COR will review each product for completeness &amp; accuracy.</td>
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<tr>
<td>Deliverable 6: Tasks 3, 6, &amp; 7– Project Formulation, Special Considerations</td>
<td>The Contractor must develop Project Worksheets (PWs) to define the Applicants scope of work and cost.</td>
<td>Timely submission and Government acceptance</td>
<td>95% Inspection – TM/COR will review each product for completeness &amp; accuracy.</td>
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<tr>
<td>Deliverable 7: Training</td>
<td>Support Hot line with incoming calls from FEMA staff, Recipients, and Sub-Recipients and answer questions related to Grants Manager, Grants Portal, and the PA process.</td>
<td>Timely submission and government acceptance</td>
<td>Review by FEMA – TM and/or COR will review products for completeness &amp; accuracy</td>
</tr>
<tr>
<td>Deliverable 8: Applicants Assigned to PACs Review IOP/Applicant Information</td>
<td>Upon Applicant assignment, complete applicant information reviews, coordinate with EHP and Mitigation, and prepare for call to applicant.</td>
<td>Timely submission and government acceptance</td>
<td>Review by FEMA – TM and/or COR will review products for completeness &amp; accuracy</td>
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<tr>
<td>Deliverable 9: Call to applicant</td>
<td>Conduct a call with the applicant within 7 business days of Applicant assignment. After call, update tracking within 1 business day. Coordinate involvement of special considerations at the meeting with the applicant. Work with Applicant to ensure completion and submittal of list of damages prior to the meeting</td>
<td>Timely submission and government acceptance</td>
<td>Review by FEMA – TM and/or COR will review products for completeness &amp; accuracy</td>
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<tr>
<td>Deliverable 10: Meeting with the applicant</td>
<td>Meet with Recipient, EHP, and Mitigation no later than 3 business days before the meeting with the applicant to discuss the agenda. Within 24 hours of the meeting, see if the Applicant submitted the list of damages. If Applicant has not submitted the list, contact the Applicant and ensure documents are obtained. Emphasize that the Applicant must identify and report all disaster-related damages within 60 days of the meeting. Schedule site inspections during the meeting (or the same day). Complete the meeting within 21 days of Applicant assignment.</td>
<td>Timely submission and government acceptance</td>
<td>Review by FEMA – TM and/or COR will review products for completeness &amp; accuracy</td>
</tr>
<tr>
<td>Deliverable 11: Request information</td>
<td>Request necessary information from applicant and formulate projects. Have the</td>
<td>Timely submission and</td>
<td>Review by FEMA – TM and/or COR will</td>
</tr>
<tr>
<td>Deliverable 12: Review DDD, SOW, and Costs and Obtain Applicant Signature</td>
<td>Applicant sign the list of damages day 61 after the meeting</td>
<td>government acceptance</td>
<td>review products for completeness &amp; accuracy</td>
</tr>
<tr>
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</tr>
<tr>
<td>Deliverable 13: Exit Briefing</td>
<td>Review the DDD, SOW, and costs. Discuss and obtain Applicant signature on the project.</td>
<td>Timely submission and government acceptance</td>
<td>Review by FEMA – TM and/or COR will review products for completeness &amp; accuracy</td>
</tr>
<tr>
<td>Deliverable 14 – Monthly Contract Status Report</td>
<td>Conduct exit briefing with applicant</td>
<td>Timely submission and government acceptance</td>
<td>Review by FEMA – TM and/or COR will review products for completeness &amp; accuracy</td>
</tr>
<tr>
<td>Deliverable 15: Quality Control Plan</td>
<td>The report must reflect a summary of the overall contract status, including the current and cumulative hours worked by labor category. The report must also provide the total number of personnel working on assignments, the start date(s) for the period; the estimated hours expended for the current month. The Contractor will provide a summary of deliverables submitted (i.e., numbers of cases open, pending, etc.), planned activities for the next month and problems and proposed corrective actions. Due by the 15th of after each month.</td>
<td>Timely submission of monthly report to the COR</td>
<td>100% Inspection – COR will review each product for completeness.</td>
</tr>
<tr>
<td></td>
<td>The Quality Control Plan (QCP) to the government within 10 days after the kick off meeting. At a minimum, the QCP must include the task, performance objective, performance standard, primary method of surveillance, the acceptable quality level, and the evaluation method.</td>
<td>Timely submission and Government acceptance</td>
<td>100% Inspection – COR will review each product for completeness.</td>
</tr>
</tbody>
</table>

8. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION: FEMA is to provide laptops, office facilities, consumables, access to IT network resources, and other support equipment necessary including, telecommunication, reprographic, photographic, and global positioning.

9. SPECIAL INSTRUCTIONS:

Team 1 (excluding TAC Coordinators) – will initially report to EMI with the following schedule:

- Contractors travel on 9/18
- Equipment issued on 9/19
- Training 9/20 thru 9/22
- Mobilize to JFO in Austin, TX on 9/23

Lodging will be provided at EMI. Shuttle service is provided from Baltimore-Washington Marshall (BWI) Airport. Shuttle pick up is twice daily - 3pm and 7pm; individuals should plan
to arrive 1 ½ to 2 hours early. Contractors will be required to purchase the meal plan at a cost of $161.00 per person.

Teams 2, 3 and 4 (excluding TAC Coordinators) will initially report to EMI in three (3) waves with the following schedule:

Wave 1- 120 Personnel (40 per TAC to include all 20 Trainers)
- Contractors travel on 9/17
- Equipment issued on 9/18
- Training 9/19 thru 9/29
- Mobilize to JFO in Austin, TX on 9/30

Wave 2 – 120 Personnel (40 per TAC)
- Contractors travel on 9/24
- Equipment issued on 9/25
- Training 9/26

Wave 3 – 50 Personnel (Remaining TAC)
- Contractors travel on 10/1
- Equipment issued on 10/2
- Training 10/3

Lodging for two weeks will be provided at EMI. Shuttle service is provided from Baltimore-Washington Marshall Airport (BWI). Shuttle pick up is twice daily - 3pm and 7pm; individuals should plan to arrive 1 ½ to 2 hours early. Contractors will be required to purchase the meal plan for two weeks at a cost of $320.92 per person.

Teams 1, 2, 3 and 4 are required to register in FEMA’s Deployment Tracking System (DTS) to access PA’s Grants Manager System. Individuals must be badged and provide the following information upon award: Full name, SSN, DOB and City, state of birth.

**10. PLACE OF PERFORMANCE:** Contractors will initially report to EMI as described above.

After completion of training; TAC staff will report to Austin, TX and be processed in at the JFO. For bidding purposes, price for the highest per diem rates among the declared counties.

**11. WORK HOURS & PERIOD OF PERFORMANCE:** The Task Monitor anticipates that the technical specialists supporting the disaster will work forty (40) hours per week, with an additional ten (10) hours per week (2 hours per day) being available on an “as needed basis”, approved in advance by management. For bidding purposes, assume fifty (50) hours per week. These hours are at Contractor’s Option Year 4 rates. **TAC Coordinators work will not exceed forty (40) hours per week. For bidding purposes, assume 40 hours per week.**
The period of performance for the base task order is from Date of Award through December 14, 2017. This requirement has one three (3) month base period with three (3) 3 month option periods.

12. SECURITY:
All candidates must be badged or badgeable (must have a favorable Entry on Duty Artifact or notice of temporary eligibility from FEMA Security) by the time of award. If a candidate is badged, the contractor must note the unique identifier (from the badge) in the “Qualifications of Proposed Personnel” section of their proposal. If the candidate is pending a badge, the contractor must identify why the candidate does not have a badge. Upon Task Order award the contractor shall provide their PA-TAC Security Liaison and Task Monitor/PA field representative the names of all contractor staff so that FEMA can verify FEMA IT system access at the field location(s).

The Security Liaison, TM, or PA field representative will, to the extent most practicable, verify that all contractor staff have access to the FEMA IT system prior to deployment. The specialists must report to: Melinda Dunn or Bill Boone at the 4332-TX-JFO.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO

3. EFFECTIVE DATE

4. REQUISITION/ PURCHASE REQ. NO

5. PROJECT NO. (If applicable)

P00001

09/29/2017

TN12261Y2017T

DR-4332-TX

6. ISSUED BY

7. ADMINISTERED BY (If other than item 8)

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

9. AMENDMENT OF SOLICITATION NO.

10. MODIFICATION OF CONTRACT/ORDER NO.

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 to acknowledge receipt of this amendment 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)

2017-06-4332DR-9064-2994

Net Increase: $2,969,666.01

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). The changes set forth in Item 14 are made in the contract order NO. in Item 15a.

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 43.105(b).

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

52.243-3 -- Changes -- Time-and-Materials

D. OTHER (Specify type of modification and authority)

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

DUNS Number: 829644637

TITLE: PUBLIC ASSISTANCE (PA) TECHNICAL ASSISTANCE CONTRACTS (TAC) III - IN SUPPORT OF DR-4332-TX (TEAM 2)

The purpose of this modification is to increase the authorized labor hours for the technical specialists supporting the disaster from 50 hours per week to 70 hours per week, increase the hours for the TAC Coordinator from 40 to 50 hours, modify the expenses to have the instructors stay off campus near EMI, for personal cell phone usage, and incorporate the amended SOW.

Obligated funding for the task order is increased from $3,970,333.00 to $6,939,999.00.

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

NISTAC Project Controls

Jamie J. Rivera

15C. DATE SIGNED

09/29/2017

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

Erich Ducote

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

09/29/2017

Erich Ducote

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 52.243

NSN 7540-01-152-8070

Previous edition unusable

(Use of an unauthorized signature is grounds for action which may include criminal proceedings.)
new ceiling amount of (b)(4). The authorized level of effort is increased from 66,830 labor hours by 22,260 labor hours to a new ceiling amount of 89,090 labor hours.

All other terms and conditions remain unchanged.


Disaster: DR-4332-TX
Description: Hurricane Harvey

AAP Number: N/A DO/DPAS Rating: NONE
Delivery: 12/17/2017
Delivery Location Code: DR-4332-TX
DR-4332-TX
DR-4332-TX
11000 I-35N
AUSTIN TX 78753

BFY: 2017 Fund Code: 06 Program: 4332DR
Organization: 9064 Object Class: 2594 Fund Type: D
FOB: Destination
Period of Performance: 09/17/2017 to 12/17/2017

Change Item 0001 to read as follows (amount shown is the obligated amount):

0001
Management and Administration (T&M)
Labor Hours: NTE 3,400
Product/Service Code: C219

9/29/2017 - Increase M&A labor hours from 2,740 by 660 to a new ceiling amount of 3,400 labor hours. Increase M&A funding from (b)(4) to a new ceiling amount of (b)(4).

Change Item 0002 to read as follows (amount shown is the obligated amount):

0002
Labor (T&M)
Labor Hours: NTE 85,690
Product/Service Code: C219

9/29/2017 - Increase field labor hours from 64,090 by 21,600 to a new ceiling amount of...
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<tbody>
<tr>
<td>0003</td>
<td>Travel (Reimbursable)</td>
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<td>Product/Service Code: C219</td>
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<td>0004</td>
<td>Miscellaneous (Reimbursable)</td>
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<td>Product/Service Code: C219</td>
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<td></td>
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</tbody>
</table>

Labor skill classifications are updated as follows:

Change From:
- Program Manager II
- Civil Engineer II
- Architect II
- Civil Engineer I
- Civil Engineer II
- Soils/Geotechnical Engineer II

Change To:
- Instructor II
- Instructor II
- Civil Engineer I
- Civil Engineer I
- Construction Manager II
- Civil Engineer I

Change Item 0003 to read as follows (amount shown is the obligated amount):

0003  
Travel (Reimbursable)  
Product/Service Code: C219  

9/29/2017 - increase travel expense from

9/29/2017 - increase miscellaneous expense from

The Government will not be obligated to pay the contractor any amount in excess of the ceiling price of $40,000 and the contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the schedule, unless and until the contracting officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the new ceiling price for performance under this contract.
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (If applicable)</th>
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<tr>
<td>P00002</td>
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<td>TN0755Y2018T</td>
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<tr>
<td>FEMA REGION 06</td>
<td>FEMA R06</td>
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<th>7. ADMINISTERED BY</th>
<th>(If other than item 6)</th>
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<tr>
<td>FEMA REGION VI</td>
<td>FEMA R06</td>
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<tr>
<th>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NISTAC E</td>
</tr>
<tr>
<td>ATTN NISTAC E</td>
</tr>
<tr>
<td>12420 MILESTONE CENTER DRIVE</td>
</tr>
<tr>
<td>SUITE 150</td>
</tr>
<tr>
<td>GERMANTOWN MD 208767112</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>9. AMENDMENT OF SOLICITATION NO.</th>
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</thead>
<tbody>
<tr>
<td>10A. MODIFICATION OF CONTRACT/ORDER NO.</td>
</tr>
<tr>
<td>HSF80-17-J-0335</td>
</tr>
<tr>
<td>10B. DATED (SEE ITEM 13)</td>
</tr>
<tr>
<td>09/14/2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>The above numbered solicitation is amended as set forth in Item 14. This hour and date specified for receipt of offers ☑ is extended. ☐ is not extended.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. ACCOUNTING AND APPROPRIATION DATA (If required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Increase: $14,577,328.39</td>
</tr>
</tbody>
</table>

| 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 43.105(c).

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

D. OTHER (Specify type of modification and authority)

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

E. IMPORTANT: Contractor ☒ is required to sign this document and return copies to the issuing office.

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

**DUNS Number:** 829644637

**THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE OPTION PERIOD ONE (OP1) AND EXTEND PERIOD OF PERFORMANCE TO 03/18/2018. PUBLIC ASSISTANCE (PA) TECHNICAL ASSISTANCE CONTRACTS (TAC) III - IN SUPPORT OF DR-4332-TX (TEAM 2)**

**AAP Number:** N/A DO/DPAS Rating: NONE

**BFY:** 2018 Fund Code: 06 Program: 4332DR

**Organization:** 9064 Object Class: 2584 Fund Type: D

**FOB: Destination**

**Continued ...**

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

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

**Jamie Rivera, NISTAC Project Controls**

**Jamie J Rivera**

(Signature of person authorized to sign)

15D. DATE SIGNED 12/13/2017

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED 12/13/2017

**STANDARD FORM 30 (REV. 10-88)**

Prescribed by GSA

FAR (48 CFR) 82.243
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
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<tr>
<td></td>
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<td></td>
<td>(A)</td>
</tr>
<tr>
<td>1001</td>
<td>Change Item 1001 to read as follows (amount shown is the obligated amount): Management and Administration (T&amp;M) Labor Hours: NTE 2,250 Product/Service Code: C219</td>
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<tr>
<td>1002</td>
<td>Change Item 1002 to read as follows (amount shown is the obligated amount): Labor (T&amp;M) Labor Hours: NTE 59,160 Product/Service Code: C219</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003</td>
<td>Change Item 1003 to read as follows (amount shown is the obligated amount): Travel (Reimbursable) Product/Service Code: C219</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1004</td>
<td>Change Item 1004 to read as follows (amount shown is the obligated amount): Miscellaneous (Reimbursable) Product/Service Code: C219</td>
<td></td>
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</tr>
</tbody>
</table>
**FEDERAL EMERGENCY MANAGEMENT AGENCY**

**REQUISITION AND COMMITMENT FOR SERVICES AND SUPPLIES**

See Instructions on Reverse (FAILURE TO COMPLETE OR COORDINATE ALL ITEMS ON THIS FORM MAY RESULT IN PROCESSING DELAYS)

1. PROGRAM OFFICE (Office Symbol, Building Row No.): R600, FEMA-HQ, 6th F

2. PROJECT OFFICER: Name and Telephone No.: SAVOY, SHERRY BERNADETTE (202) 646-2667

3. DATE OF REQUEST: 12/08/2017

4. ESTIMATED PERIOD OF PERFORMANCE/DATE REQUIRED: 12/18/2017 to 03/17/2018

5. TOTAL ESTIMATED COST: $14,900,060.80

6. DELIVER TO: NAME (Include office symbol, Building, Room - If different than item): Rachelle Richard, Task Monitor

   Contact: Rachelle Richard (202) 678-0087

   [ ] Ship to Headquarters Services Division

   [ ] Attached

7. SUGGESTED SOURCE(S) (Name, Address, Contact, Telephone No.): NISTAC

   12420 Milestone Center Drive 150

   Germantown, MD 20876

   Contact: Adrienne Schoenhof

8. PROJECT TITLE/DESCRIPTION OF SUPPLIES, EQUIPMENT AND/OR SERVICES (For supplies indicate item/model/stock number, item name, quantity, unit price and amount - Attach an additional sheet, if necessary)

   Short Description: DOC 2594 PA TAG HSFE90-17-J-0335 P00002 Opt1 999pp 12/18-3/18/18 NISTAC

   Model: NISTAC

   N. 17-J-0335 P00002

   Long Description:

   Task Order: NISTAC 17-J-0335 P00002 Option Period 1; Contract Number: HSFE90-12-D-0682; Disaster: FEMA-4332-TX (JFO Annex)

9. LIST OF ATTACHMENTS

   [x] SCOPE/STATEMENT OF WORK

   [ ] SECURITY CLASSIFICATION SPECIFICATIONS (DD Form 254)

   [ ] GOVERNMENT PROPERTY

   [ ] PROPOSAL EVALUATION CRITERIA

   [ ] REPORTS AND DATA

   [ ] INDEPENDENT GOVERNMENT ESTIMATE

   [ ] RECOMMENDATION FOR OTHER THAN FULL AND OPEN COMPETITION

   [x] OTHER (Specify) (files)

10. REFERENCES

    [ ] AMENDMENT/MODIFICATION TO:

    [ ] CLASSIFIED DOCUMENTS

    [ ] PROCUREMENT & ASSIST. PLANNING DOCUMENT

    [ ] FEMA Form 40-19 CONTROL NO. PD

    [ ] OTHER (Specify)

11. JUSTIFICATION/COMMENTS (Attach an additional sheet if necessary)

    Per the request of the Task Monitor, NISTAC shall continue to provide approximately ninety-nine (99) technical specialists in support of Public Assistance Program disaster operations for 4332-TX. Period of Performance Date: December 18, 2017 through March 18, 2018.

    CO Doug Porter

12. APPROVALS - PROGRAM/ADMINISTRATIVE AREA

    MELINDA DUNN

    Project Officer

    Date: 12/07/2017

    Intermediate Approval

    JOHN LONG

    Program Road

    Date: 12/12/2017

    Other Coordination

    MARCIE MOSLEY

    Date: 12/12/2017

    Other Coordination

    SHANE YORK

    Date: 12/12/2017

    Other Coordination

13. APPROVALS - ADMINISTRATIVE (Supplies and Equipment)

    Headquarters Services Division

    Date

    Contact:

14. FUNDING:

    2018-06-4332DR-9064-XXXX-2594-D

    State Cost Share: 0.0%

    Contracting Disposition: ProTrac

    Funds in the amount of: $14,900,060.80 are hereby certified available and reserved.

    York, Shane T. Date: 12/12/2017

15. ASSIGNMENT

    [ ] CONTRACTING/ASSISTANCE OFFICER

    [ ] CONTRACT SPECIALIST

    NAME

    TELEPHONE NO.

    DATE PR RECEIVED

FEMA Form 40-1, DEC 89 [M’S Excel] REPLACES EDITION OF OCT 88 WHICH WILL BE USED UNTIL EXHAUSTED

Region 6, State TX, 4332DR, 40-1#1509-2488852 (IFMIS Closed) as of 12/13/2017

Print Time: 12/13/2017 15:01
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (If applicable)</th>
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<td>See Schedule</td>
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<tr>
<th>6. ISSUED BY</th>
<th>CODE</th>
<th>7. ADMINISTERED BY</th>
<th>(If other than Item 9)</th>
<th>CODE</th>
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<td>FEMA R06</td>
<td>FEMA REGION VI</td>
<td>DEPARTMENT OF HOMELAND SECURITY</td>
<td>FEMA R06</td>
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<td>FEDERAL EMERGENCY MANAGEMENT AGENCY</td>
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<tr>
<td>REGION VI</td>
<td></td>
<td>800 NORTH LOOP 288</td>
<td>DENTON TX 76209-3606</td>
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<td>12420 MILESTONE CENTER DRIVE</td>
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<table>
<thead>
<tr>
<th>8. NAME AND ADDRESS OF CONTRACTOR (State, county, State and ZIP Code)</th>
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<tbody>
<tr>
<td>NISTAC E</td>
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<tr>
<td>ATTN NISTAC E</td>
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<tr>
<td>12420 MILESTONE CENTER DRIVE</td>
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<tr>
<td>SUITE 150</td>
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<tbody>
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<td>829644637</td>
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</table>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. This hour and date specified for receipt of offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. Failure of your 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)

<table>
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<tr>
<th>2018-06-4332DR-9064--2594</th>
<th>Net Increase:</th>
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<tbody>
<tr>
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<td>$14,577,328.37</td>
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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 43.105(b).

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

D. OTHER (Specify type of modification and authority)

| X | DAR 52.217-9 -- Option to Extend the Term of the Contract |

**E. IMPORTANT:**

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

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

DUNS Number: 829644637

THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE OPTION PERIOD TWO (OP2) AND EXTEND PERIOD OF PERFORMANCE TO 06/19/2018. PUBLIC ASSISTANCE (PA) TECHNICAL ASSISTANCE CONTRACTS (TAC) III - IN SUPPORT OF DR-4332-TX (TEAM 2)

AAP Number: N/A DO/DPAS Rating: NONE

BFY: 2018 Fund Code: 06 Program: 4332DR

Organization: 9064 Object Class: 2594 Fund Type: D

FOB: Destination

Period of Performance: 09/17/2017 to 06/18/2018

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)

Douglas Porter

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

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

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

03/16/2018

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-88)

Prescribed by GSA

FAR (48 CFR) 80.243
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>Change Item 2002 to read as follows (amount shown is the obligated amount):</td>
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<td>Labor (T&amp;M)</td>
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<td>Requisition No: TN01247Y2018T, TN01260Y2018T</td>
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<td>2004</td>
<td>Miscellaneous (Reimbursable)</td>
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</table>
DUNS Number: 829644637

THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE OPTION PERIOD THREE (OP3) AND EXTEND PERIOD OF PERFORMANCE TO 09/20/2018. NO FUNDS ARE ADDED VIA THIS MODIFICATION. REMAINING EXCESS FUNDS FROM BASE AND OPTION PERIODS MAY BE USED TO FUND INVOICES INCURRED IN THIS OP3, NOT TO EXCEED OP3 CEILING. PUBLIC ASSISTANCE (PA) TECHNICAL ASSISTANCE CONTRACTS (TAC) III - IN SUPPORT OF DR-4332-TX (TEAM 2).

AAP Number: N/A DO/DPAS Rating: NONE
Period of Performance: 09/17/2017 to 09/20/2018

Excerpts provided herein, all terms and conditions of the document referenced in Item 8 A or 10 A, as heretofore changed, remains unchanged and in full force and effect.

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

16C. DATE SIGNED
06/13/2018

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 82.243
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (if applicable)</th>
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<tr>
<td>PG0005</td>
<td>See Block 16C</td>
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<td>DR-4332-TX</td>
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<thead>
<tr>
<th>6. ISSUED BY CODE</th>
<th>7. ADMINISTERED BY (if other than item 6) CODE</th>
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<tbody>
<tr>
<td>FEMA R06</td>
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| FEMA REGION 06
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
REGION VI
800 NORTH LOOP 288
DENTON TX 76209-3606 |
|---------------------|

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CONTRACTOR (No. street, city, state and ZIP Code)</th>
</tr>
</thead>
</table>
| NISTAC E
ATTN NISTAC E
12420 MILESTONE CENTER DRIVE
SUITE 150
GERMANTOWN MD 20876-7112 |

<table>
<thead>
<tr>
<th>CODE</th>
<th>FACILITY CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>829644637</td>
<td></td>
</tr>
</tbody>
</table>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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:

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

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

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

D. OTHER (Specify type of modification and authority)

X FAR 52.217-8-- Option to Extend Services

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

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

DUKIS Number: 829644637

THE PURPOSE OF THIS MODIFICATION IS TO EXTEND SERVICES TO 11/20/2018. NO FUNDS ARE ADDED VIA THIS MODIFICATION. REMAINING EXCESS FUNDS FROM BASE AND OPTION PERIODS MAY BE USED TO FUND INVOICES INCURRED IN THIS EXTENSION PERIOD, NOT TO EXCEED TABLE BELOW. PUBLIC ASSISTANCE (PA) TECHNICAL ASSISTANCE CONTRACTS (TAC) III - IN SUPPORT OF DR-4332-TX (TEAM 2)

AAP Number: N/A DO/DPAS Rating: NONE

Period of Performance: 09/17/2017 to 11/20/2018

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

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

Douglas Porter

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

09/14/2018

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

09/14/2016

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 52.243