

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1001	208,000 units. Obligated Amount: \$30,751,500.00 Product/Service Code: 8340 Product/Service Description: TENTS & TARPAULINS Delivery Location Code: FEMA FEDERAL STAGING AREA LUIS MUNOZ MARIN AIRPORT SAN JUAN AIRPORT AV AEROPUERTO USNG 19Q HA 1608 4127 CAROLINA PR 00979 Option for Increased Quantity Tarps (20'X 25') Amount: (b)(4) (Option Line Item) Date Option to be Exercised (no later than 30 days after contract award at the Government's discretion) Product/Service Code: 8340 Product/Service Description: TENTS & TARPAULINS Delivery Location Code: FEDERAL STAGING AREA LOUIS MUNOZ MARIN AIRPORT SAN JUAN AIRPORT AV AEROPUERTO USNG 19Q HA 1608 4127 CAROLINA PR 00979	(b)(4)	EA	(b)(4)	0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

SECTION B - CONTINUATION BLOCK

B.1 - IDENTIFICATION OF GOVERNMENT OFFICIALS (AUG 2014)

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: David Orris

Phone: (301)830-3235

Email: David.Orris@fema.dhs.gov

Contract Specialist:

Name: Erin Cotter

Phone: (301)447-1921

Email: erin.cotter@fema.dhs.gov

Contracting Officer's Representative:

Name: Tureana Dash, 202.646.8248, Tureana.Dash@fema.dhs.gov

B.2 – Invoice Approval

(i) Invoice Approval

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: Tureana Dash

Title: COR

Phone: 202.646.8248

Email: tureana.dash@fema.dhs.gov

B.3 Billing Instructions

(iii) Billing Instructions

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.

B.4 Defective or Improper Invoices

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

Name: Rahim Ali

Phone: 678.468.0808

Email: Rahim.mgusa@gmail.com

B.5 Invoice Instructions

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.
- (I 0) Shipped From; To; Weight Government BIL 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 I035 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 I 035 Continuation Sheet.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF I 035 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 I 034.

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.

SECTION C - Contract Clauses

C.1 – 52.212-4 -- Contract Terms and Conditions -- Commercial Items (Jan 2017) by reference (see SF 1449 block 27a)

C.2 – Addendum to FAR 52.212-4

In addition to the FAR 52.212-4 “Contract Terms and Conditions—Commercial Items” the following FAR, HSAR and FEMA Clauses are incorporated as an addendum to this solicitation:

FAR 52.252-2 Clauses Incorporated By Reference

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

Clause Database	Clause Number	Clause Title
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-16	Preventing Personal Conflicts of Interest. (DEC 2011)
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)

C.2.1 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

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

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

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

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

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

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

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

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

C.2.2 – 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS.

As prescribed in 9.108-5(b), insert the following clause:

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) *Definitions.* As used in this clause—

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any

available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

C.3 - 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2017)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

(10) (Reserved)

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

(ii) Alternate I (NOV 2011) of 52.219-3.

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

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Re-representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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

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

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

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

[] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[](ii) Alternate I (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[X] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

C.4 52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days after contract award.

C.5 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date

the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: <http://farsite.hill.af.mil/VFHSARA.HTM>

(a) *Provisions.*

____ 3052.209-72 Organizational Conflicts of Interest.

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

____ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protege Program.

(b) *Clauses.*

____ 3052.203-70 Instructions for Contractor Disclosure of Violations.

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

____ 3052.204-71 Contractor Employee Access.

____ Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.

____ 3052.209-73 Limitation on Future Contracting.

____ 3052.215-70 Key Personnel or Facilities.

____ 3052.216-71 Determination of Award Fee.

____ 3052.216-72 Performance Evaluation Plan.

____ 3052.216-73 Distribution of Award Fee.

____ 3052.217-91 Performance. (USCG)

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

____ 3052.217-93 Subcontracts. (USCG)

____ 3052.217-94 Lay Days. (USCG)

- 3052.217-95 Liability and Insurance. (USCG)
- 3052.217-96 Title. (USCG)
- 3052.217-97 Discharge of Liens. (USCG)
- 3052.217-98 Delays. (USCG)
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- 3052.217-100 Guarantee. (USCG)
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protege Program.
- 3052.228-70 Insurance.
- 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- 3052.228-92 Fair Market Value of Aircraft. (USCG)
- 3052.228-93 Risk and Indemnities. (USCG)
- 3052.236-70 Special Provisions for Work at Operating Airports.
- 3052.242-72 Contracting Officer's Technical Representative.
- 3052.247-70 F.o.B. Origin Information.
- Alternate I
- Alternate II
- 3052.247-71 F.o.B. Origin Only.
- 3052.247-72 F.o.B. Destination Only.

C.6 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

Clause Database	Clause Number	Clause Title
FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)
FAR	52.204-6	Unique Entity Identifier. (OCT 2016)
FAR	52.204-7	System for Award Management. (OCT 2016)
FAR	52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)
FAR	52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)
FAR	52.209-12	Certification Regarding Tax Matters. (FEB 2016)
FAR	52.217-5	Evaluation of Options. (JUL 1990)
FAR	52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)

**Department of Homeland Security
Federal Emergency Management Agency
Statement of Work (SOW)
Tarp 20x25**

GENERAL INFORMATION

REQUIREMENT:

The Federal Emergency Management Agency (FEMA) request procurement of Tarps size 20x25 according to the specification listed below. FEMA Request that 475K TARPS be delivered to Puerto Rico. Also, request that vendor options remain open to provide for additional quantities if needed.

This procurement uses detailed tarp specifications (attached), taking into consideration all specifications used in the past under similar procurements;

Specification Requirements:

The tarps provided by the contractor(s) shall meet all requirements of Attachment 1, "Self Help Tarp Specifications for Federal Emergency Management Agency."

Period of Performance:

Period of performance is 28 days from date of award with the option for an additional 30 days.

Production/Delivery Schedule Requirements:

Contract will be classified as Critical Disaster Support Deliveries. Final delivery locations will be made by FEMA from Jacksonville Florida to: Puerto Rico, St. Croix and St. Thomas, VI.

Critical Disaster Deliveries may need to be diverted from the original intended location, after award. If a diversion is required, the Contracting Officer Representative (COR) will notify the vendor via email. The locations where the deliveries may be diverted are listed below:

DC Ft Worth

Fort Worth Federal Center
501 W Felix St
Warehouse # 12
Ft. Worth, TX 76115

DC Atlanta

3780 South Side
Industrial CT
Atlanta, GA 30354

DC Moffett

NASA Ames Research Center (ARC)
Building 144, Door #7
Moffett Field, CA 94035

DC Frederick

4420 Buckeystown Pike
FEDAAC Code 703230
Frederick, MD 21704

Incident Support Branch (ISB)

TBD

The Government reserves the right to require delivery of diverted Critical Disaster Delivery orders to locations other than those listed above. However, it is anticipated that the above DC's/ISB's will be the alternate delivery destinations of the majority of the diverted Critical Disaster Delivery orders.

Packaging, Packing, Marking, and Labeling Requirements:

The contractor shall pack, wrap, mark, and label all tarps in accordance with the requirements outlined in the Specification.

Tracking:

The Contractor must have the capability to track shipments (i.e. Global Positioning System GPS) and provide updates on a 24/7 basis. For example: FEMA may request diversion of shipment during response to disaster and would need to know current location of shipment in order to calculate accurate arrival time to diverted location.

Upon invoicing, the contractor shall provide an electronic spreadsheet showing details of commodity shipped from place of origin to destination. At a minimum the electronic spreadsheet must provide these details: Load number, BOL number, nomenclature and units shipped, carrier, truck number, trailer number, place of origin, and destination.

Drop Trailer:

The Contractor must be able to accommodate request where delivery of commodities are dropped at the delivery destination and the tractor and driver are released for up to 30 days.

Attachment 1
SELF HELP TARP SPECIFICATIONS FOR
FEDERAL EMERGENCY MANAGEMENT AGENCY

- Self-Help Tarp to be used for small areas of roof damage
- Size - 20' x 25'
- Woven polyethylene 8 x 8 (10 x 10 or 14 x14 acceptable), 800 Denier
- Thickness: Preferred thickness is 5-6 mil. However, various thicknesses from 5-10 mil are still acceptable.
- UV Resistance - 80% after 200 hr per ASTM D7238-06
- FR Tested - IAW Class A ASTM E84-11 Standard
- Non-corrosive grommets at corners and minimum of 3' on center on edges
- Hems folded over
- Corners reinforced
- Color - Medium blue.
- Each Tarp must be packaged in a cardboard box with two (2) 100' lengths of 550 pound test parachute cord.
- Each package shall be clearly marked with a label indicating the size and number of tarps
- Boxes to be palletized in the contractor's standard commercial casing which shall be shipped on industry standard size pallets (20 inches by 25 inches). Shrink wrap shall be fully over all sides (excluding the top and bottom) with a minimum of (10) layer of shrink-wrap to ensure the capability to double stack pallets without comprising the sturdiness of load. The finished product will be placed onto a 48 inch by 40 inch 4 way wooden pallet. The over-all height of the pallet will not exceed 55 inches.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1 CONTRACT/D CODE PAGE OF PAGES
 1 1 1

2 AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO 5. PROJECT NO (if applicable)
 P00001 See Block 16C

6 ISSUED BY CODE NETC 7 ADMINISTERED BY (if other than item 4) CODE
 NETC
 DEPT OF HOMELAND SECURITY FEMA
 ACQUISITION PREPAREDNESS SECTION
 BUILDING D - ACQUISITION
 16825 SOUTH SETON AVENUE
 EMMITSBURG MD 21727

8 NAME AND ADDRESS OF CONTRACTOR (City, State, County, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 MASTER GROUP USA LLC
 ATTN KARIM SADRUDDIN
 303 PERIMETER CTR N STE 300-373
 ATLANTA GA 30346
 9B. DATED (SEE ITEM 11)
 9C. MODIFICATION OF CONTRACT/ORDER NO.
 70FA2018C00000004
 9D. DATED (SEE ITEM 11)
 11/06/2017 11/9/2017

10. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 1A.
 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 19A
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR PART 43.103(a)3, Mutual Agreement of Both Parties
 D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 080854269. The purpose of this modification is to revise the delivery schedule and delivery locations. In consideration for the extended delivery date, the contractor shall provide 1,000 additional blue tarps (20'x25') to the Government at no cost and delivery to the FEMA distribution centers (DCs) at no additional cost. The total contract amount remains unchanged at \$30,751,500.00.

The period of performance is extended to 1/20/18 with the delivery of 61,000 tarps to San Juan Puerto Rico by 12/18/17 and 415,000 tarps to be delivered to the DCs by 1/20/18 as directed by the Contracting Officer Representative.

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

16A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 David J. Orris
 16B. CONTRACTOR SIGNATURE 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 12/8/17 12/8/17

**Department of Homeland Security
Federal Emergency Management Agency
Statement of Work
Tarps 20x25
Dated 1/16/2018**

GENERAL INFORMATION

REQUIREMENT:

The Federal Emergency Management Agency (FEMA) requires tarps size 20x25 that comply with the specifications herein (proved as attachment I to the statement of work (SOW)).

FEMA requires a total of 475,000 tarps be delivered to Puerto Rico and the FEMA Distribution Centers with 31,320 tarps delivered to San Juan Airport, Puerto Rico by 12/15/2017 and 443,680 plus the 1,000 (free) tarps delivered to the Distribution Centers by 2/28/2018.

The attached detailed tarp specifications apply.

Specification Requirements:

The tarps provided by the contractor shall meet all requirements of Attachment 1, "Self Help Tarp Specifications for Federal Emergency Management Agency."

Period of Performance:

Period of performance is from effective date of contact award through 2/28/2018.

Production/Delivery Schedule Requirements:

Critical Disaster Deliveries may need to be diverted from the original intended location, after award. If a diversion is required, the Contracting Officer Representative (COR) will notify the vendor via email. The locations where the deliveries may be diverted are listed below:

DC Ft Worth

Fort Worth Federal Center
501 W Felix St
Warehouse # 12
Ft. Worth, TX 76115

DC Atlanta

3780 South Side
Industrial CT
Atlanta, GA 30354

DC Moffett

NASA Ames Research Center (ARC)
Building 144, Door #7
Moffett Field, CA 94035

DC Frederick

4420 Buckeystown Pike
FEDAAC Code 703230
Frederick, MD 21704

DC Cumberland

11601 Pittsburgh Plate Glass Rd
(PPG Rd) Cumberland, MD 21502

The Government reserves the right to require delivery of diverted Critical Disaster Delivery orders to locations other than those listed above. However, it is anticipated that the above DC's/ISB's will be the alternate delivery destinations of the majority of the diverted Critical Disaster Delivery orders.

Packaging, Packing, Marking, and Labeling Requirements:

The contractor shall pack, wrap, mark, and label all tarps in accordance with the requirements outlined in the Specification.

Tracking:

The Contractor must have the capability to track shipments (i.e. Global Positioning System GPS) and provide updates on a 24/7 basis. For example: FEMA may request diversion of shipment during response to disaster and would need to know current location of shipment in order to calculate accurate arrival time to diverted location.

Upon invoicing, the contractor shall provide an electronic spreadsheet showing details of commodity shipped from place of origin to destination. At a minimum the electronic spreadsheet must provide these details: Load number, BOL number, nomenclature and units shipped, carrier, truck number, trailer number, place of origin, and destination.

Drop Trailer:

The Contractor must be able to accommodate request where delivery of commodities are dropped at the delivery destination and the tractor and driver are released for up to 30 days.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (# applicable)
6. ISSUED BY NETC DEPT OF HOMELAND SECURITY FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727	CODE NETC	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) MASTER GROUP USA LLC ATTN KARIM SADRUDDIN 303 PERIMETER CTR N STE 300-373 ATLANTA GA 30346		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 080854269	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70FA201BC0000004	10B. DATED (SEE ITEM 13) 11/06/2017 11/9/2017 <i>dyo</i>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR PART 43.103(a)3, Mutual Agreement of Both Parties
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 080854269

The purpose of this modification is to revise the delivery schedule and quantity of tarps to be delivered to Puerto Rico and diverted to the following FEMA Distribution Centers: Atlanta, GA; Fort Worth, TX; Moffett, CA; Frederick, MD; and Cumberland, MD. The total quantity of tarps to be delivered remains the same at 475,000 plus 1,000 (free) tarps.

A total of 31,320 tarps shall be delivered to San Juan Airport, Puerto Rico by 12/15/2017.

A total of 443,680 plus the 1,000 (free) tarps shall be delivered to the Distribution Centers packaged and delivered in accordance with requirements of the Statement of Work (SOW).

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

15A. NAME AND TITLE OF SIGNER (Type or print) Karim Sadruddin - CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David J. Orris
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED Jan 17, 2018
15D. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 1/20/2018

Contract 70FA2018C00000004

Modification P00002

Page 2 of 2 Pages

Delivery to all Distribution Centers shall be completed by 2/28/2018 as directed by the Contracting Officer Representative. The period of performance to complete delivery to the Distribution Centers is extended to 2/28/2018 for the convenience of the Government.

Attachment A, SOW dated 1/17/2017 is revised to include the Cumberland, MD Distribution Center and to update the period of performance.

Performance of this modification is at no cost to the Government. The total contract remains unchanged at \$30,751,500.00.