

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 00001	3. EFFECTIVE DATE 10/10/2017	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC	CODE FEMA	7. ADMINISTERED BY (If other than Item 6) FEDERAL EMERGENCY MANAGEMENT AGENCY FINANCIAL ACQUISITIONS MGMT DIV READINESS RESPONSE IT BRANCH ATTN JANICE UTHE 500 C STREET SW ROOM 350 WASHINGTON DC 20472	CODE FEMA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. 70FB7018R00000011	
		x 9B. DATED (SEE ITEM 11) 10/10/2017	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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.)

FOB: Destination

0001 CLIN 0001: Plastic Sheeting 20 x 100 (Blue or 100000 EA
Black)

0001AA CLIN 0001AA: Delivery/Freight 35,000 rolls to DC 35000 EA
Atlanta

0001AB CLIN 0001AB: Delivery/Freight 35,000 rolls to DC 35000 EA
Continued ...

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

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

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Ft. Worth				
0001AC	CLIN 0001AC: Delivery/Freight 20,000 rolls to DC Frederick	20000	EA		
0001AD	CLIN 0001AD: Delivery/Freight 10,000 rolls to DC Moffett	10000	EA		
0002	CLIN 0002: Drop Trailer Rate				
0003	CLIN 0003: Diversion Rate				
1001	CLIN 1001: Option for Increased Quantity - Plastic Sheeting 20 x 100 (Blue or Black) (Option Line Item) Date Option to be Exercised 90 Days After Award	100000	EA		
1001AA	CLIN 1001AA: Option - Delivery/Freight 35,000 rolls to DC Atlanta (Option Line Item) Date Option to be Exercised 90 Days After Award	35000	EA		
1001AB	CLIN 1001AB: Option - Delivery/Freight 35,000 to DC Ft. Worth (Option Line Item) Date Option to be Exercised 90 Days After Award	35000	EA		
1001AC	CLIN 1001AC: Option - Delivery/Freight 20,000 rolls to DC Frederick (Option Line Item) Date Option to be Exercised 90 Days After Award	20000	EA		
1001AD	CLIN 1001AD: Option - Delivery/Freight 10,000 rolls to DC Frederick	10000	EA		
1002	CLIN 1002: Option - Drop Trailer Rate				
1003	CLIN 1003: Option - Diversion Rate				

70FB7018R00000011

Amendment 00001

The purpose of this amendment is to change the delivery location of the plastic sheeting as well as to extend the proposal due date. Proposals will now be accepted through October 11, 2017 at 7:00PM EST.

The plastic sheeting will be delivered to the following locations as stated below:

**DC Atlanta – 35,000 rolls of sheeting
DC Ft. Worth – 35,000 rolls of sheeting
DC Frederick – 20,000 rolls of sheeting
DC Moffett – 10,000 rolls of sheeting**

Total number of rolls delivered is 100,000.

Attachment 1 – Statement of Work has also been revised and attached

The CLIN Table has been revised as shown below:

CLIN	Description of Supplies/Services	Quantity	Unit	Unit Price	Total Price
0001	Plastic Sheeting 20 x 100	100,000	Each		
0001AA	Delivery/Freight (to DC Atlanta)	35,000	Each		
0001AB	Delivery/Freight (to DC Ft. Worth)	35,000	Each		
0001AC	Delivery/Freight (to DC Frederick)	20,000	Each		
0001AD	Delivery/Freight (to DC Moffett)	10,000	Each		
0002	Drop Trailer Rate (30 days)		Day		
0003	Diversion Rate (500 mile radius from initial destination)		Mile		
1001	Option for Increased Quantity – Plastic Sheeting	Up to 100,000	Each		
1001AA	Option Delivery/Freight (to DC Atlanta)	35,000	Each		
1001AB	Option Delivery/Freight (to DC Ft. Worth)	35,000	Each		
1001AC	Option Delivery/Freight (to DC Frederick)	20,000	Each		
1001AD	Option Delivery/Freight (to DC Moffett)	10,000	Each		
1002	Option Drop Trailer Rate (30 days)		Day		
1003	Option Diversion Rate (500 mile radius from initial destination)		Mile		

(End of Amendment 00001)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 00002	3. EFFECTIVE DATE 10/19/2017	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC	CODE FEMA	7. ADMINISTERED BY (If other than Item 6) FEDERAL EMERGENCY MANAGEMENT AGENCY FINANCIAL ACQUISITIONS MGMT DIV READINESS RESPONSE IT BRANCH ATTN JANICE UTHE 500 C STREET SW ROOM 350 WASHINGTON DC 20472	CODE FEMA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. 70FB7018R00000011	
		x 9B. DATED (SEE ITEM 11) 10/19/2017	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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.)

FOB: Destination

0001 CLIN 0001: Plastic Sheeting 20 x 100 (Blue or 100000 EA
Black)

0001AA CLIN 0001AA: Delivery/Freight to Jacksonville, FL 100000 EA

0002 CLIN 0002: Drop Trailer Rate

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	CLIN 0003: Diversion Rate				
1001	CLIN 1001: Option for Increased Quantity - Plastic Sheeting 20 x 100 (Blue or Black) (Option Line Item) Date Option to be Exercised 90 Days After Award	100000	EA		
1001AA	CLIN 1001AA: Option - Delivery/Freight to Jacksonville, FL (Option Line Item) Date Option to be Exercised 90 Days After Award	100000	EA		
1002	CLIN 1002: Option - Drop Trailer Rate				
1003	CLIN 1003: Option - Diversion Rate				

The purpose of this amendment is to change the delivery location of the plastic sheeting, revise the Instructions to Offerors, revise the Evaluation factors for award, and to extend the proposal due date. Revised proposals will now be accepted through October 20, 2017 at 9:00 AM EST.

1. The plastic sheeting will be delivered to the following location:

**Crowley Cross-Dock Facility:
2061 Seaboard Coast Line Dr.
Jacksonville, FL 32209
Total number of rolls delivered is 100,000.**

Deliveries are to be made between the hours of 08:00 – 15:00, Monday – Saturday. No deliveries are to be made on Sundays.

Attachment 1 – Statement of Work has also been revised and attached

The CLIN Table has been revised as shown below:

CLIN	Description of Supplies/Services	Quantity	Unit	Unit Price	Total Price
0001	Plastic Sheeting 20 x 100	100,000	Each		
0001AA	Delivery/Freight to Jacksonville, FL	100,000	Each		
0002	Drop Trailer Rate (30 days)		Day		
0003	Diversion Rate (500 mile radius from initial destination)		Mile		
1001	Option for Increased Quantity – Plastic Sheeting	Up to 100,000	Each		
1001AA	Option Delivery/Freight to Jacksonville, FL	100,000	Each		
1002	Option Drop Trailer Rate (30 days)		Day		
1003	Option Diversion Rate (500 mile radius from initial destination)		Mile		

- 2. If a revised proposal is submitted, offerors are required to submit the number of trailers needed to fulfill this requirement as well as the delivery schedule that can deliver required sheeting NLT November 7, 2017 or within 30 days of award.**
- 3. Offerors must certify, in accordance with the Trade Agreement Act, that the products being proposed are manufactured in the U.S. or in TAA designated countries. Proposals submitting products not in compliance with the TAA will not be considered for award.**

The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

- 4. Instructions to Offerors will no longer require the offeror to address their ability to continuously, electronically monitor and report the location of shipments from origin to destination (Example; real time GPS).**

Evaluation Factors for Award will no longer evaluate if the vendor can continuously electronically monitor and report the location of shipments from origin to destination.

(End of Amendment 00002)

2. CONTRACT NO. 70FB7018C00000013
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **Mario Sanchez**
b. TELEPHONE NUMBER (No collect calls)
9. OFFER DUE DATE/LOCAL TIME

8. ISSUED BY: FEMA HQ
FEDERAL EMERGENCY MANAGEMENT AGENCY
OFFICE OF CHIEF PROCUREMENT OFFICE
500 C STREET SW
3RD FLOOR
WASHINGTON DC 20472

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS:
 SIZE STANDARD:

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

15. DELIVER TO: FEMA
FEDERAL EMERGENCY MANAGEMENT AGENCY

16. ADMINISTERED BY: FEMA HQ
FEDERAL EMERGENCY MANAGEMENT AGENCY
ACQUISITION MANAGEMENT
500 C STREET SW
3RD FLOOR
WASHINGTON DC 20472

17a. CONTRACTOR/OFFEROR: OSC SOLUTIONS INC
ATTN REBECCA SPURLIN
1100 NORTHPOINT PARKWAY
SUITE 200
WEST PALM BEACH FL 33407
TELEPHONE NO. 56168340905860

18a. PAYMENT WILL BE MADE BY: FEMA FINANCE CENTER
FEMA FINANCE CENTER
PO BOX 9001
WINCHESTER VA 22604

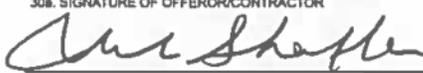
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 061832130 This is a firm fixed price contract for 100,000 units of plastic sheeting. The contractor agrees to meet this requirement as outlined in the Statement of Work, Attachment 1. The delivery location is: Crowley Cross-Dock Facility 2061 Seaboard Coast Line Dr. Jacksonville, FL 32209 Monday through Saturday between the hours of (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$16,800,826.80

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): **MONIQUE M PARK**
Digitally signed by MONIQUE M PARK
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=MONIQUE M PARK, o.9.2342.19200300.100.1.1=0329207535.FEMA
Date: 2017.10.25 12:03:45 -0400

30b. NAME AND TITLE OF SIGNER (Type or print): **MARC SHAFER, VP**
 30c. DATE SIGNED: **10/25/17**
 31b. NAME OF CONTRACTING OFFICER (Type or print): **Monique Park**
 31c. DATE SIGNED: **10/25/2017**

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>08:00 - 15:00 No deliveries are to be made on Sundays</p> <p>The delivery schedule for this contract is outlined below: Monday through Saturday 9 days after award - 1,000 rolls for a total of 1,000 rolls 14 days after award - 1,000 rolls for a total of 2,000 rolls 21 days after award - 1,000 rolls for a total of 3,000 rolls 28 days after award - 51,000 rolls for a total of 54,000 rolls 29 days after award - 46,000 rolls for a total of 100,000 rolls</p> <p>The complete order shall be delivered no later than 30 days after the award date. The period of performance for this contract is for 30 days from the date of award with an additional 1 month option. DO/DPAS Rating: DO-N1</p> <p>CLIN 0001: Plastic Sheeting 20 x 100 Obligated Amount: (b)(4) Delivery: 30 Days After Award Continued ...</p>	(b)(4)	EA	(b)(4)	(b)(4)

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		
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
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
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>)	42d. TOTAL CONTAINERS		

NAME OF OFFEROR OR CONTRACTOR
OSC SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 2018-06-4339DR-9024--2665 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2665 Fund Type: D Funded: \$16,800,000.00				
0001AA	CLIN 0001AA: Delivery/Freight to Jacksonville, FL Obligated Amount: \$0.00 Delivery: 30 Days After Award Accounting Info: 2018-06-4339DR-9024--2665 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2665 Fund Type: D Funded: \$0.00	(b)(4)	EA		(b)(4)
0002	CLIN 0002: Drop Trailer Rate at rate of \$0.01 per day for 156 trailers for 30 days Obligated Amount: \$46.80 Delivery: 30 Days After Award Accounting Info: 2018-06-4339DR-9024--2665 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2665 Fund Type: D Funded: (b)(4)	(b)(4)	DA	(b)(4)	(b)(4)
0003	CLIN 0003: Diversion Rate (500 mile radius from initial destination) at \$0.01 per mile for 156 trailers for up to 500 miles Obligated Amount: (b)(4) Delivery: 30 Days After Award Accounting Info: 2018-06-4339DR-9024--2665 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2665 Fund Type: D Funded: (b)(4)	(b)(4)	DH	(b)(4)	(b)(4)
1001	CLIN 1001: Option for Increased Quantity - Continued ...	(b)(4)	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
OSC SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Plastic Sheeting up to 100,000 Amount: \$16,800,000.00 (Option Line Item) Date Option to be Exercised 90 Days After Award Product/Service Code: 8340 Product/Service Description: TENTS & TARPAULINS Accounting Info: Funded: \$0.00				
1001AA	CLIN 1001AA: Option Delivery/Freight to Jacksonville up to 100,000 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 90 Days After Award Product/Service Code: 8340 Product/Service Description: TENTS & TARPAULINS Accounting Info: Funded: \$0.00	(b)(4)	EA	(b)(4)	(b)(4)
1002	CLIN 1002: Option Drop Trailer Rate (30 days) at rate of \$0.01 per day for 156 trailers for 30 days Amount: (b)(4) (Option Line Item) Date Option to be Exercised 90 Days After Award Product/Service Code: 8340 Product/Service Description: TENTS & TARPAULINS Accounting Info: Funded: \$0.00	(b)(4)	DA	(b)(4)	(b)(4)
1003	CLIN 1003: Option Diversion Rate (500 mile radius from initial destination) at \$0.01 per mile for 156 trailers for up to 500 miles Amount: (b)(4) (Option Line Item) Date Option to be Exercised 90 Days After Award Product/Service Code: 8340 Product/Service Description: TENTS & TARPAULINS Accounting Info: Funded: \$0.00 This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). DO/DPAS Rating: DO-N1	(b)(4)	DH		(b)(4)

Section B - Continuation of any block from SF 1449

(1) Block 18B-Invoices:

(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

(ii) Identification of Government Officials

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Monique Park
Phone: 202-279-0649
Email: Monique.Park@fema.dhs.gov

Contract Specialist:

Name: Mario Sanchez
Phone: 202-212-1800
Email: Marior.Sanchez@associates.fema.dhs.gov

(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.

(iv) 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:
Title:
Phone:
Email:

(v) 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.

(10) 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 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 I 035 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.

Section C - Contract Clauses

(1) FAR 52.212-4, Contract Terms and Conditions – Commercial Items, by reference (see SF 1449 block 27b)

(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 Clause	Title	Year
52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.204-4	Printer or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	System for Award Management	Jul 2013
52.204-13	System for Award Management Maintenance	Jul 2013
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.211-5	Material Requirements	Aug 2000
52.215-22	Limitations on Pass-Through Charges- Identification of Subcontract Effort	Oct 2009
52.215-23	Limitations on Pass-Through Charges.	Oct 2009
52.216-24	Limitation of Government Liability	Apr 1984
52.216-25	Contract Definitization	Oct 2010
52.217-6	Option for Increased Quantity	Mar 1989
52.225-18	Place of Manufacture	Mar 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications	Oct 2015
52.232-1	Payments	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-2	Service of Protest	Sept 2006
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes--Fixed Price	Aug 1987
52.244-6	Subcontracts for Commercial Items.	Jan 2017

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 7 days [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a

preliminary written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] 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 6 (months).

(End of Clause)

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; and
- (v) others similar interests.

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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.

(End of Clause)

HSAR 3052.212-70 Contract Terms & Conditions for 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 unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

___3052.209-72 Organizational Conflicts of Interest.

___3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

___3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

___3052.203-70 Instructions for Contractor Disclosure of Violations.

___3052.204-70 Security Requirements for Unclassified Information Technology Resources.

___3052.204-71 Contractor Employee Access.

___Alternate I

___3052.205-70 Advertisement, Publicizing Awards, and Releases.

___3052.209-73 Limitation on Future Contracting.

___3052.215-70 Key Personnel or Facilities.

___3052.216-71 Determination of Award Fee.

___3052.216-72 Performance Evaluation Plan.

___3052.216-73 Distribution of Award Fee.

___3052.217-91 Performance. (USCG)

___3052.217-92 Inspection and Manner of Doing Work. (USCG)

___3052.217-93 Subcontracts. (USCG)

___3052.217-94 Lay Days. (USCG)

___3052.217-95 Liability and Insurance. (USCG)

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

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.

(3) 52.212-5 Contract Terms and Conditions Required to Implement Statutes and Executive orders

**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, 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.]

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

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

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

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (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).

X (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 Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

___ (16) 52.219-8, Utilization of Small Business Concerns (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 Rerepresentation (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 (June 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).

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

 X (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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 Television (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) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

X (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)).

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

___ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (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, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

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

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

___ (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) (E.O. 13658).

___ (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) 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, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) 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) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

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

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

(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.

(End of Clause)

Section D - Contract Documents, Exhibits or Attachments

Attachment No.	Description
1	Statement of Work

DEPARTMENT OF HOMELAND SECURITY (DHS)



FEMA

**Statement of Work (SOW)
For
Plastic Sheeting**

GENERAL INFORMATION

REQUIREMENT:

The Federal Emergency Management Agency (FEMA) request procurement of Blue or Black Roof Sheeting according to the specification listed below. Request that 100K rolls of sheeting be delivered (NLT 07 Nov 17) and delivered to the following DC Caribbean between the hours of 07:00 -22:00. Also, request that vendor options remain open to provide for any future request within the next ninety days.

This procurement uses a detailed plastic sheeting specification (attached), taking into consideration all specifications used in the past under similar procurements; the United States Army Corps of Engineers input on the testing of plastic sheeting; industry input; and the use of an independent contractor hired by FEMA.

Specification Requirements:

The plastic sheeting provided by the contractor(s) shall meet all requirements of Attachment 1, "Plastic Sheeting Specification for Federal Emergency Management Agency."

Period of Performance:

The full order must be delivered by November 7, 2017. If the full order cannot be delivered by November 7, 2017 the vendor must agree to ship incrementally, with the full order being delivered within 30 days after the award date.

Production/Delivery Schedule Requirements:

Purchase order will be classified as Critical Surge Deliveries with delivery location:

DC Caribbean for USACE

San Juan Industrial Park
PR-1,KM-25
Quebrada Arenas Ward 04
FEDAAC 70F337
Cargus, PR 00725

Critical Surge 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

DC Frederick

4420 Buckeystown Pike
FEDAAC Code 703230

Moffett Field, CA 94035

Frederick, MD 21704

The Government reserves the right to require delivery of diverted Critical Surge 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 Surge Delivery orders.

Packaging Requirements:

The contractor shall pack all plastic sheeting in accordance with the requirements outlined in the Specification Attachment 1 below.

Tracking:

The Contractor must have the capability to track shipments electronically (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:

During an emergency response, the Contractor must be able to accommodate request where delivery of commodities are dropped at the delivery destination and the tractor and driver are held for up to 30 days.

Attachment 1
PLASTIC SHEETING SPECIFICATIONS FOR
FEDERAL EMERGENCY MANAGEMENT AGENCY

Finished Product

Plastic Sheet

The finished roll stock will be blue or black, Pantone 3005C to Pantone 2945C, and translucent, but not transparent.

The finished stock will be 20' X 100' long sheet (-1% to +3%). The product supplied should not exceed 70 pounds.

If roll stock is fabricated into panels of 20' X 100' the seams should be fully adhered throughout their length. The seams shall be free of puckers and air pockets. All seams will be tested by appropriate non-destructive technique to assure continuity the full length of the seam. (Appropriate techniques of testing seams are defined in manufacturing section.)

Any scrim reinforced material will be a minimum of 900 Denier and spaced no further apart than 3/8 inch from all directions. The strike-through area of scrim reinforced materials will be completely adhered with no delamination, bubbles, tears, blisters, etc.

The plastic sheet shall be flame retardant with a Class A rating when tested by ASTM E 84-97a. It shall retain 80% of its tensile strength after 200 hours of UV exposure according to ASTM G 23. (Cycle is 102 minutes UV light and 18 minutes UV light and water spray.)

The finished product will be gusseted and/or accordion folded onto a three (3) inch diameter by forty-eight (48) inch core. The core wall will be 0.190 inches thick. The sheet will fit on the core with no overhang of the finished product to the core. The outer wrap for each roll must consist of a 3.5 mil cross-laminated film fastened to the core with plastic core plugs and sealed with a 3 inch wide compatible sealing tape.

The finished product will be placed onto a 48 inch by 40 inch 4 way pallet. There will be a pallet cover on the bottom that has roll separator/supports. Flat corrugated cardboard with separator/supports is placed between each layer of finished roll stock. The over-all height of the pallet will not exceed 55 inches. Corner supports for top and side of the pallet will be added in order to allow double stacking of finished product at destination warehouse(s). Manufacturer may suggest or recommend another technique to preserve the integrity of the material as well as the finished pallet. This recommendation is to be provided with submittals to the Project Officer.)

Pallets dimensions must not exceed 48"x 40"x 55". The top layer of each pallet must be covered with an UV resistant reinforced sheeting draped over the edge 12 inches. Four tie down bands will secure the rolls to the pallet prior to stretch wrapping. The tie down bands should secure the longest portion of the roll, eliminating side to side movement. Each pallet shall be stretched

wrap with a minimum of 10 layers. Material shall be stacked so that the total height of each pallet and material does not exceed 55 inches.

TABLE 1
Plastic Sheeting Specification

ITEM	REQUIREMENTS	REFERENCE/TEST
Color:	Blue or Black	Pantone 3005c to 2945c
Tensile Grab Strength	50/50 lbf	ASTM D7004
Elongation at Break	550%	ASTM D7004
Trapezoid Tear	20/20 lbf	ASTM D4533
Mullen Burst	90 psi	ASTM D751
Dimension Stability	<5%	ASTM D1204
Oxidative Induction Time	20 min	ASTM D3895
Flame Retardant	Class A	ASTM E84-97a
Seam Strength (Shear Strength)	80% of TD Tensile	ASTM D751
(Peel Strength)	10 ppi	ASTM D751
UV Resistance	80% after 200 hr	ASTM G23
Thickness	10 mil	ASTM D-5199-95
Multi-Axial % Deflection	20%	ASTM D5617
Reinforcement	Polyester	1000 Denier

1. Extrusion laminated sheeting, string reinforced.

2. Size of roll: 20' x 100'

Sheets are folded to a 48" length and rolled for placement on pallet.

3. Pallet configuration: 28 rolls stacked 4 across and 7 high or 24 rolls stacked 4 across and 6 high; number of rolls per pallet determined by overall weight of pallet. Rolls will be supported each layer with cardboard or equivalent roll supports. Rolls are secured to pallet with four separate evenly spaced metal bands and machine wrapped with a minimum of 7 overlapping layers of heavy duty stretch wrap, rolls will be supported, strapped and wrapped in such a way as no shifting of rolls on pallet will occur.

4. Pallet data: Quality hardwood 48" x 40", 4-way pallet: 3 stringers / 7 deck boards / 5 bottom deck boards with screw type nails utilized.

6. Weight & dimension pallet averages: 1,980 lbs.; 48"x40"x55" (Pallet will be no more than 2000 lbs. total weight and not over 60" in max height).

DEPARTMENT OF HOMELAND SECURITY (DHS)



FEMA

Statement of Work (SOW)

For

Plastic Sheeting

Revision 00002

GENERAL INFORMATION

REQUIREMENT:

The Federal Emergency Management Agency (FEMA) request procurement of Blue or Black Roof Sheeting according to the specification listed below. Request that 100K rolls of sheeting be delivered NLT 07 Nov 17 and delivered to DC Atlanta, DC Ft. Worth, DC Moffett, and DC Frederick between the hours of 08:00 – 15:00 in the below amounts:

DC Atlanta – 35,000 rolls of sheeting
DC Ft. Worth – 35,000 rolls of sheeting
DC Frederick – 20,000 rolls of sheeting
DC Moffett – 10,000 rolls of sheeting

Total number of rolls delivered is 100,000.

Also, request that vendor options remain open to provide for any future request within the next ninety days.

This procurement uses a detailed plastic sheeting specification (attached), taking into consideration all specifications used in the past under similar procurements; the United States Army Corps of Engineers input on the testing of plastic sheeting; industry input; and the use of an independent contractor hired by FEMA.

Specification Requirements:

The plastic sheeting provided by the contractor(s) shall meet all requirements of Attachment 1, “Plastic Sheeting Specification for Federal Emergency Management Agency.”

Period of Performance:

The full order must be delivered by November 7, 2017. If the full order cannot be delivered by November 7, 2017 the vendor must agree to ship incrementally, with the full order being delivered within 30 days after the award date.

Production/Delivery Schedule Requirements:

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

DC Frederick

4420 Buckeystown Pike
FEDAAC Code 703230

Moffett Field, CA 94035

Frederick, MD 21704

The Government reserves the right to require delivery of diverted 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 Delivery orders.

Packaging Requirements:

The contractor shall pack all plastic sheeting in accordance with the requirements outlined in the Specification Attachment 1 below.

Tracking:

The Contractor must have the capability to track shipments electronically (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:

During an emergency response, the Contractor must be able to accommodate request where delivery of commodities are dropped at the delivery destination and the tractor and driver are held for up to 30 days.

Attachment 1
PLASTIC SHEETING SPECIFICATIONS FOR
FEDERAL EMERGENCY MANAGEMENT AGENCY

Finished Product

Plastic Sheet

The finished roll stock will be blue or black, Pantone 3005C to Pantone 2945C, and translucent, but not transparent.

The finished stock will be 20' X 100' long sheet (-1% to +3%). The product supplied should not exceed 70 pounds.

If roll stock is fabricated into panels of 20' X 100' the seams should be fully adhered throughout their length. The seams shall be free of puckers and air pockets. All seams will be tested by appropriate non-destructive technique to assure continuity the full length of the seam. (Appropriate techniques of testing seams are defined in manufacturing section.)

Any scrim reinforced material will be a minimum of 900 Denier and spaced no further apart than 3/8 inch from all directions. The strike-through area of scrim reinforced materials will be completely adhered with no delamination, bubbles, tears, blisters, etc.

The plastic sheet shall be flame retardant with a Class A rating when tested by ASTM E 84-97a. It shall retain 80% of its tensile strength after 200 hours of UV exposure according to ASTM G 23. (Cycle is 102 minutes UV light and 18 minutes UV light and water spray.)

The finished product will be gusseted and/or accordion folded onto a three (3) inch diameter by forty-eight (48) inch core. The core wall will be 0.190 inches thick. The sheet will fit on the core with no overhang of the finished product to the core. The outer wrap for each roll must consist of a 3.5 mil cross-laminated film fastened to the core with plastic core plugs and sealed with a 3 inch wide compatible sealing tape.

The finished product will be placed onto a 48 inch by 40 inch 4 way pallet. There will be a pallet cover on the bottom that has roll separator/supports. Flat corrugated cardboard with separator/supports is placed between each layer of finished roll stock. The over-all height of the pallet will not exceed 55 inches. Corner supports for top and side of the pallet will be added in order to allow double stacking of finished product at destination warehouse(s). Manufacturer may suggest or recommend another technique to preserve the integrity of the material as well as the finished pallet. This recommendation is to be provided with submittals to the Project Officer.)

Pallets dimensions must not exceed 48"x40"x55". The top layer of each pallet must be covered with an UV resistant reinforced sheeting draped over the edge 12 inches. Four tie down bands will secure the rolls to the pallet prior to stretch wrapping. The tie down bands should secure the longest portion of the roll, eliminating side to side movement. Each pallet shall be stretched

wrap with a minimum of 10 layers. Material shall be stacked so that the total height of each pallet and material does not exceed 55 inches.

TABLE 1
Plastic Sheeting Specification

ITEM	REQUIREMENTS	REFERENCE/TEST
Color:	Blue or Black	Pantone 3005c to 2945c
Tensile Grab Strength	50/50 lbf	ASTM D7004
Elongation at Break	550%	ASTM D7004
Trapezoid Tear	20/20 lbf	ASTM D4533
Mullen Burst	90 psi	ASTM D751
Dimension Stability	<5%	ASTM D1204
Oxidative Induction Time	20 min	ASTM D3895
Flame Retardant	Class A	ASTM E84-97a
Seam Strength (Shear Strength)	80% of TD Tensile	ASTM D751
(Peel Strength)	10 ppi	ASTM D751
UV Resistance	80% after 200 hr	ASTM G23
Thickness	10 mil	ASTM D-5199-95
Multi-Axial % Deflection	20%	ASTM D5617
Reinforcement	Polyester	1000 Denier

1. Extrusion laminated sheeting, string reinforced.

2. Size of roll: 20' x 100'

Sheets are folded to a 48" length and rolled for placement on pallet.

3. Pallet configuration: 28 rolls stacked 4 across and 7 high or 24 rolls stacked 4 across and 6 high; number of rolls per pallet determined by overall weight of pallet. Rolls will be supported each layer with cardboard or equivalent roll supports. Rolls are secured to pallet with four separate evenly spaced metal bands and machine wrapped with a minimum of 7 overlapping layers of heavy duty stretch wrap, rolls will be supported, strapped and wrapped in such a way as no shifting of rolls on pallet will occur.

4. Pallet data: Quality hardwood 48" x 40", 4-way pallet: 3 stringers / 7 deck boards / 5 bottom deck boards with screw type nails utilized.

6. Weight & dimension pallet averages: 1,980 lbs.; 48"x40"x55" (Pallet will be no more than 2000 lbs. total weight and not over 60" in max height).

DEPARTMENT OF HOMELAND SECURITY (DHS)



FEMA

**Statement of Work (SOW)
For
Plastic Sheeting
Revision 00003**

GENERAL INFORMATION

REQUIREMENT:

The Federal Emergency Management Agency (FEMA) request procurement of Blue or Black Roof Sheeting according to the specification listed below. Request that 100K rolls of sheeting be delivered NLT 07 Nov 17 and delivered to Crowley Cross-Dock Facility between the hours of 08:00 – 15:00 Monday – Saturday. No deliveries are to be made on Sundays.

Also, request that vendor options remain open to provide for any future request within the next ninety days.

This procurement uses a detailed plastic sheeting specification (attached), taking into consideration all specifications used in the past under similar procurements; the United States Army Corps of Engineers input on the testing of plastic sheeting; industry input; and the use of an independent contractor hired by FEMA.

Specification Requirements:

The plastic sheeting provided by the contractor(s) shall meet all requirements of Attachment 1, “Plastic Sheeting Specification for Federal Emergency Management Agency.”

Period of Performance:

The full order must be delivered by November 7, 2017. If the full order cannot be delivered by November 7, 2017 the vendor must agree to ship incrementally, with the full order being delivered within 30 days after the award date.

Production/Delivery Schedule Requirements:

Crowley Cross-Dock Facility:

2061 Seaboard Coast Line Dr.
Jacksonville, FL 32209

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

The Government reserves the right to require delivery of diverted 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 Delivery orders.

Packaging Requirements:

The contractor shall pack all plastic sheeting in accordance with the requirements outlined in the Specification Attachment 1 below.

Tracking:

~~The Contractor must have the capability to track shipments electronically (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:

During an emergency response, the Contractor must be able to accommodate request where delivery of commodities are dropped at the delivery destination and the tractor and driver are held for up to 30 days.

Attachment 1
PLASTIC SHEETING SPECIFICATIONS FOR
FEDERAL EMERGENCY MANAGEMENT AGENCY

Finished Product

Plastic Sheet

The finished roll stock will be blue or black, Pantone 3005C to Pantone 2945C, and translucent, but not transparent.

The finished stock will be 20' X 100' long sheet (-1% to +3%). The product supplied should not exceed 70 pounds.

If roll stock is fabricated into panels of 20' X 100' the seams should be fully adhered throughout their length. The seams shall be free of puckers and air pockets. All seams will be tested by appropriate non-destructive technique to assure continuity the full length of the seam. (Appropriate techniques of testing seams are defined in manufacturing section.)

Any scrim reinforced material will be a minimum of 900 Denier and spaced no further apart than 3/8 inch from all directions. The strike-through area of scrim reinforced materials will be completely adhered with no delamination, bubbles, tears, blisters, etc.

The plastic sheet shall be flame retardant with a Class A rating when tested by ASTM E 84-97a. It shall retain 80% of its tensile strength after 200 hours of UV exposure according to ASTM G 23. (Cycle is 102 minutes UV light and 18 minutes UV light and water spray.)

The finished product will be gusseted and/or accordion folded onto a three (3) inch diameter by forty-eight (48) inch core. The core wall will be 0.190 inches thick. The sheet will fit on the core with no overhang of the finished product to the core. The outer wrap for each roll must consist of a 3.5 mil cross-laminated film fastened to the core with plastic core plugs and sealed with a 3 inch wide compatible sealing tape.

The finished product will be placed onto a 48 inch by 40 inch 4 way pallet. There will be a pallet cover on the bottom that has roll separator/supports. Flat corrugated cardboard with separator/supports is placed between each layer of finished roll stock. The over-all height of the pallet will not exceed 55 inches. Corner supports for top and side of the pallet will be added in order to allow double stacking of finished product at destination warehouse(s). Manufacturer may suggest or recommend another technique to preserve the integrity of the material as well as the finished pallet. This recommendation is to be provided with submittals to the Project Officer.)

Pallets dimensions must not exceed 48"x40"x55". The top layer of each pallet must be covered with an UV resistant reinforced sheeting draped over the edge 12 inches. Four tie down bands will secure the rolls to the pallet prior to stretch wrapping. The tie down bands should secure the longest portion of the roll, eliminating side to side movement. Each pallet shall be stretched

wrap with a minimum of 10 layers. Material shall be stacked so that the total height of each pallet and material does not exceed 55 inches.

TABLE 1
Plastic Sheeting Specification

ITEM	REQUIREMENTS	REFERENCE/TEST
Color:	Blue or Black	Pantone 3005c to 2945c
Tensile Grab Strength	50/50 lbf	ASTM D7004
Elongation at Break	550%	ASTM D7004
Trapezoid Tear	20/20 lbf	ASTM D4533
Mullen Burst	90 psi	ASTM D751
Dimension Stability	<5%	ASTM D1204
Oxidative Induction Time	20 min	ASTM D3895
Flame Retardant	Class A	ASTM E84-97a
Seam Strength (Shear Strength)	80% of TD Tensile	ASTM D751
(Peel Strength)	10 ppi	ASTM D751
UV Resistance	80% after 200 hr	ASTM G23
Thickness	10 mil	ASTM D-5199-95
Multi-Axial % Deflection	20%	ASTM D5617
Reinforcement	Polyester	1000 Denier

- 1. Extrusion laminated sheeting, string reinforced.**
- 2. Size of roll:** 20' x 100'
Sheets are folded to a 48" length and rolled for placement on pallet.
- 3. Pallet configuration:** 28 rolls stacked 4 across and 7 high or 24 rolls stacked 4 across and 6 high; number of rolls per pallet determined by overall weight of pallet. Rolls will be supported each layer with cardboard or equivalent roll supports. Rolls are secured to pallet with four separate evenly spaced metal bands and machine wrapped with a minimum of 7 overlapping layers of heavy duty stretch wrap, rolls will be supported, strapped and wrapped in such a way as no shifting of rolls on pallet will occur.
- 4. Pallet data:** Quality hardwood 48" x 40", 4-way pallet: 3 stringers / 7 deck boards / 5 bottom deck boards with screw type nails utilized.
- 6. Weight & dimension pallet averages:** 1,980 lbs.; 48"x40"x55" (Pallet will be no more than 2000 lbs. total weight and not over 60" in max height).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ	7. ADMINISTERED BY (If other than item 6) FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OSC SOLUTIONS INC ATTN REBECCA SPURLIN 1100 NORTHPOINT PARKWAY SUITE 200 WEST PALM BEACH FL 33407		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 061832130 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70FB7018C00000013	
		10B. DATED (SEE ITEM 13) 10/24/2017	

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 Net Decrease: -\$15,883,640.00

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

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

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: 061832130

The purpose of this modification is to:

1. Decrease the amount of rolls that the contractor is providing to the Government from 100,000 to 5,912.

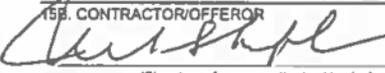
2. Decrease the unit price from (b)(4) per roll.

3. Change the delivery date from 30 days after award to December 1, 2017.

The contractor agrees to meet this requirement as outlined in the Statement of Work, Attachment 1 and as bilaterally agreed upon on Nov 27th, 2017. As a result of this modification, the contract value and funding is decreased from \$16,800,826.80 by \$15,883,640.00 to \$917,186.80

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) MARK STAFFER, VP	15C. DATE SIGNED 11-30-2017	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monique Park	16C. DATE SIGNED 11/30/2017
15B. CONTRACTOR/OFFEROR 		16B. UNITED STATES OF AMERICA MONIQUE M PARK <small>Digitally signed by MONIQUE M PARK DN: cn=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEA, ou=People, ou=MONIQUE M PARK, c=US, email=monique.m.park@fema.dhs.gov</small>	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70FB7018C00000013/P00001

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
OSC SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The contractor release statement on page 2 applies.</p> <p>Contractor's Statement of Release: In consideration of the modification agreed to herein (P00001) as complete equitable adjustments for the Contractor's request for reduction of number of units of plastic sheeting, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the modification P00001.</p> <p>The delivery location is: Crowley Cross-Dock Facility 2061 Seaboard Coast Line Dr. Jacksonville, FL 32209 Monday through Saturday between the hours of 08:00 - 15:00 No deliveries are to be made on Sundays</p> <p>The complete order shall be delivered no later than December 1, 2017 days after the award date. DO/DPAS Rating: DO-N1 Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>FOB: Destination</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>CLIN 0001: Plastic Sheetin (b)(4) Decrease Quantity from (b)(4) to 5,912 units Decrease Unit Price from (b)(4) 00 per Roll Obligated Amount: (b)(4)</p> <p>Delivery: 12/01/2017 Accounting Info: 2018-06-4339DR-9024--2665 BFY: 2018 Fund Code: 06 Program: 4339DR Organization: 9024 Object Class: 2665 Fund Type: D Funded: (b)(4)</p> <p>Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
OSC SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>CLIN 1001: Option for Increased Quantity - Plastic Sheeting up to 94,088 units at \$155.00 each Amount: \$14,583,640.00 (Option Line Item) Date Option to be Exercised 90 Days After Award Product/Service Code: 8340 Product/Service Description: TENTS & TARPAULINS</p> <p>Accounting Info: Funded: \$0.00 All other terms and conditions remain in effect.</p>				0.00