AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE 1 OF PAGES 46

2. CONTRACT (Proc. Inst. Ident.) NO.
HSFE60-15-C-0007

3. EFFECTIVE DATE
1/26/2015

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
WX01011Y2015T

5. ISSUED BY CODE

Federal Emergency Management Agency
Office of the Chief Procurement Officer

500 C Street, S.W., PP 5th Floor
Washington DC 20472

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

RESILIENCE ACTION PARTNERS

4301 DUTCH RIDGE RD

BEAVER PA 15009

DUNS: 079345259
DUNS+4:

CODE FACILITY CODE

8. DELIVERY per contract

☐ FOB ORIGIN ☒ OTHER

9. DISCOUNT FOR PROMPT PAYMENT

NET 30 DAYS

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE

12. PAYMENT WILL BE MADE BY CODE
FEMA Finance Center

P.O. Box 9001
Winchester VA 22604

PHONE: FAX:

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 3304(a)( )

14. ACCOUNTING AND APPROPRIATION DATA
2015-05-J313-F240--2580-D $1,571,579.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	RAP agrees to make timely payment to subcontractors. This requirement is incrementally funded. Initial POP: 1 month with monthly options per for base period per RAP business table page 2 0f 29 in business proposal dated December 5, 2014.				
				15G. TOTAL AMOUNT OF CONTRACT	

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X1	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	20
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS incorp. by reference	
X	F	DELIVERIES OR PERFORMANCE	2				
X	G	CONTRACT ADMINISTRATION DATA	9		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	5		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return original only copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.)
Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print)
David J. Greenwood, P.E., Chairman

20A. NAME OF CONTRACTING OFFICER
LESTER L. INGOL

19B. NAME OF CONTRACTOR
BY _____ (Signature of person authorized to sign)

19C. DATE SIGNED
1/26/2015

20B. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

20C. DATE SIGNED
1/26/2015

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 ITEMS TO BE ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the following items of work:

See Section C – Description/Specifications/Performance Work Statement

B.2 TOTAL ESTIMATED COST/PRICES

The period of performance, option periods, and total estimated cost for each period shall be:

BASE YEAR

CLIN 0001 – Cost for National Standard Operations (Section C, Objective1) and Regional Community Engagement and Risk Communication (Section C, Objective 2) – Cost-Plus-Award-Fee (CPAF) - Estimated Level of Effort (LOE) - 50,000 hours, Estimated Annual Risk MAP Projects - 200 Projects (Estimated Cost) (b)(4)
Funded

- Estimated LOE Mission Support (Objective 1) - 22,000 hours
- Estimated LOE Key Program Outreach Support (Objective 1) - 14,000 hours
- Estimated LOE Correspondence and Risk Communications (Objective 1) - 6,000 hours
- Estimated LOE Support/Other (Objective 1) - 8,000 hours
- Required Categories for Basis of Estimate for Objective 2 – Community Meetings/Engagements, Technical Support, Project Management

CLIN 0002 – Fees for CLIN 0001

CLIN 0002AA – Base Fee for CLIN 0001 (b)(4)
Funded
CLIN 0002AB – Award Fee Pool for CLIN 0001 – Quantity 2 (each 6 months) (b)(4)
Funded
Total Estimated Award Fee Pool (b)(4)
Funded
Total Estimate CLIN 0002 (b)(4)
Funded

CLIN 0003 – Cost for Mitigation Planning Support (Section C, Objective 3), Partnerships (Section C, Objective 4), and Program Management and Subject Matter Expertise (Section C, Objective 5) - Cost-Plus-Fixed-Fee (CPFF) - Estimated Level of Effort (LOE) 39,000 hours (Estimated Cost) (b)(4)
Funded

- Estimated LOE Mitigation Planning Support (Objective 3) - 16,000 hours
- Estimated LOE Partnerships (Objective 4) - 7,000 hours
- Estimated LOE Program Management and Subject Matter Expertise (Objective 5) - 16,000 hours

CLIN 0004 – Mitigation Planning Support, Partnerships, and Program Management and Subject Matter Expertise (Section C, Objectives 3-5) - Fixed-Fee CLIN 0003 (b)(4)
Funded
CLIN 0005 – Transition and Mobilization, Base Year – Firm-Fixed –Price (FFP) (Funded)

TOTAL ESTIMATED AMOUNT BASE YEAR (0001 – 0005) (b)(4)
FUNDED

OPTION YEAR 1

CLIN 1001 – Cost for National Standard Operations (Section C, Objective1) and Regional Community Engagement and Risk Communication (Section C, Objective 2) – Cost-Plus-Award-Fee (CPAF) - Estimated Level of Effort (LOE) - 50,000 hours, Estimated Annual Risk MAP Projects - 200 Projects (Estimated Cost) $(b)(4)

- Estimated LOE Mission Support (Objective 1) - 22,000 hours
- Estimated LOE Key Program Outreach Support (Objective 1) - 14,000 hours
- Estimated LOE Correspondence and Risk Communications (Objective 1) - 6,000 hours
- Estimated LOE Support/Other (Objective 1) - 8,000 hours
- Required Categories for Basis of Estimate for Objective 2 – Community Meetings/Engagements, Technical Support, Project Management

CLIN 1002 – Fees for CLIN 1001

CLIN 1002AA – Base Fee for CLIN 1001 (b)(4)

CLIN 1002AB – Award Fee Pool for CLIN 1001 – Quantity 2 (each 6 months) (b)(4)

Total Estimated Award Fee Pool

Total Estimate CLIN 1002 (b)(4)

CLIN 1003 – Cost for Mitigation Planning Support (Section C, Objective 3), Partnerships (Section C, Objective 4), and Program Management and Subject Matter Expertise (Section C, Objective 5) - Cost-Plus-Fixed-Fee (CPFF) - Estimated Level of Effort (LOE) 39,000 hours (Estimated Cost) (b)(4)

- Estimated LOE Mitigation Planning Support (Objective 3) - 16,000 hours
- Estimated LOE Partnerships (Objective 4) - 7,000 hours
- Estimated LOE Program Management and Subject Matter Expertise (Objective 5) - 16,000 hours

CLIN 1004 – Mitigation Planning Support, Partnerships, and Program Management and Subject Matter Expertise (Section C, Objectives 3-5) - Fixed-Fee CLIN 1003 (b)(4)

TOTAL ESTIMATED AMOUNT OPTION YEAR 1 (1001 – 1004) (b)(4)

OPTION YEAR 2

CLIN 2001 – Cost for National Standard Operations (Section C, Objective1) and Regional Community Engagement and Risk Communication (Section C, Objective 2) – Cost-Plus-Award-Fee (CPAF) - Estimated Level of Effort (LOE) - 50,000 hours, Estimated Annual Risk MAP Projects - 200 Projects (Estimated Cost) (b)(4)

- Estimated LOE Mission Support (Objective 1) - 22,000 hours
- Estimated LOE Key Program Outreach Support (Objective 1) - 14,000 hours
- Estimated LOE Correspondence and Risk Communications (Objective 1) - 6,000 hours
- Estimated LOE Support/Other (Objective 1) - 8,000 hours
- Required Categories for Basis of Estimate for Objective 2 – Community Meetings/Engagements, Technical Support, Project Management

CLIN 2002 – Fees for CLIN 2001

CLIN 2002AA – Base Fee for CLIN 2001 (b)(4)

CLIN 2002AB – Award Fee Pool for CLIN 2001 – Quantity 2 (each 6 months) (b)(4)

Total Estimated Award Fee Pool (b)(4)

Total Estimate CLIN 2002 (b)(4)

CLIN 2003 – Cost for Mitigation Planning Support (Section C, Objective 3), Partnerships (Section C, Objective 4), and Program Management and Subject Matter Expertise (Section C, Objective 5) - Cost-Plus-Fixed-Fee (CPFF) - Estimated Level of Effort (LOE) 39,000 hours (Estimated Cost) (b)(4)

- Estimated LOE Mitigation Planning Support (Objective 3) - 16,000 hours
- Estimated LOE Partnerships (Objective 4) - 7,000 hours
- Estimated LOE Program Management and Subject Matter Expertise (Objective 5) - 16,000 hours

CLIN 2004 – Mitigation Planning Support, Partnerships, and Program Management and Subject Matter Expertise (Section C, Objectives 3-5) - Fixed-Fee CLIN 2003 (b)(4)

TOTAL ESTIMATED AMOUNT OPTION YEAR 2 (2001 – 2004)

OPTION YEAR 3

CLIN 3001 – Cost for National Standard Operations (Section C, Objective1) and Regional Community Engagement and Risk Communication (Section C, Objective 2) – Cost-Plus-Award-Fee (CPAF) - Estimated Level of Effort (LOE) - 50,000 hours, Estimated Annual Risk MAP Projects - 200 Projects (Estimated Cost) (b)(4)

- Estimated LOE Mission Support (Objective 1) - 22,000 hours
- Estimated LOE Key Program Outreach Support (Objective 1) - 14,000 hours
- Estimated LOE Correspondence and Risk Communications (Objective 1) - 6,000 hours
- Estimated LOE Support/Other (Objective 1) - 8,000 hours
- Required Categories for Basis of Estimate for Objective 2 – Community Meetings/Engagements, Technical Support, Project Management

CLIN 3002 – Fees for CLIN 3001

CLIN 3002AA – Base Fee for CLIN 3001 (b)(4)

CLIN 3002AB – Award Fee Pool for CLIN 3001 – Quantity 2 (each 6 months) (b)(4)

Total Estimated Award Fee Pool (b)(4)

Total Estimate CLIN 3002 (b)(4)

CLIN 3003 – Cost for Mitigation Planning Support (Section C, Objective 3), Partnerships (Section C, Objective 4), and Program Management and Subject Matter Expertise (Section C, Objective 5) - Cost-Plus-Fixed-Fee (CPFF) - Estimated Level of Effort (LOE) 39,000 hours (Estimated Cost) (b)(4)

- Estimated LOE Mitigation Planning Support (Objective 3) - 16,000 hours
- Estimated LOE Partnerships (Objective 4) - 7,000 hours
- Estimated LOE Program Management and Subject Matter Expertise (Objective 5) - 16,000 hours

CLIN 3004 – Mitigation Planning Support, Partnerships, and Program Management and Subject Matter Expertise (Section C, Objectives 3-5) - Fixed-Fee CLIN 3003 (b)(4)

TOTAL ESTIMATED AMOUNT OPTION YEAR 3 (3001 – 3004) (b)(4)

OPTION YEAR 4

CLIN 4001 – Cost for National Standard Operations (Section C, Objective1) and Regional Community Engagement and Risk Communication (Section C, Objective 2) – Cost-Plus-Award-Fee (CPAF) - Estimated Level of Effort (LOE) - 50,000 hours, Estimated Annual Risk MAP Projects - 200 Projects (Estimated Cost) (b)(4)

- Estimated LOE Mission Support (Objective 1) - 22,000 hours
- Estimated LOE Key Program Outreach Support (Objective 1) - 14,000 hours
- Estimated LOE Correspondence and Risk Communications (Objective 1) - 6,000 hours
- Estimated LOE Support/Other (Objective 1) - 8,000 hours
- Required Categories for Basis of Estimate for Objective 2 – Community Meetings/Engagements, Technical Support, Project Management

CLIN 4002 – Fees for CLIN 4001

CLIN 4002AA – Base Fee for CLIN 4001 (b)(4)

CLIN 4002AB – Award Fee Pool for CLIN 4001 – Quantity 2 (each 6 months) (b)(4)

Total Estimated Award Fee Pool (b)(4)

Total Estimate CLIN 4002 (b)(4)

CLIN 4003 – Cost for Mitigation Planning Support (Section C, Objective 3), Partnerships (Section C, Objective 4), and Program Management and Subject Matter Expertise (Section C, Objective 5) - Cost-Plus-Fixed-Fee (CPFF) - Estimated Level of Effort (LOE) 39,000 hours (Estimated Cost) (b)(4)

- Estimated LOE Mitigation Planning Support (Objective 3) - 16,000 hours
- Estimated LOE Partnerships (Objective 4) - 7,000 hours
- Estimated LOE Program Management and Subject Matter Expertise (Objective 5) - 16,000 hours

CLIN 4004 – Mitigation Planning Support, Partnerships, and Program Management and Subject Matter Expertise (Section C, Objectives 3-5) - Fixed-Fee CLIN 4003 (b)(4)

CLIN 4005 – Transition and Mobilization, Option Year 4 – Firm-Fixed –Price (FFP) (b)(4)

TOTAL ESTIMATED AMOUNT OPTION YEAR 4 (4001 – 4005) (b)(4)

TOTAL CONTRACT AMOUNT BASE AND ALL OPTION YEARS (b)(4)

B.3 NEGOTIATED INDIRECT COST RATES

Notwithstanding the provisions of FAR Clause 52.216-7 of this contract entitled, "Allowable Cost and Payment," the allowable indirect costs under this contract shall be obtained by applying negotiated indirect rates to bases agreed upon by the parties. The period(s) for which such rates will be established shall correspond to the Contractor's fiscal year(s).

Negotiation of final indirect rates shall be in accordance with FAR 52.216-7 and Subpart 42.7 of the Federal Acquisition Regulation.

The results of each negotiation shall be set forth in a modification to this contract which shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply.

Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed for allowable indirect costs, not claimed elsewhere, at the billing rate(s) to be placed in the contract once agreed upon between the Offeror and the Contracting Officer (CO). Such billing rate(s) may, at the request of either party, be revised by mutual consent to apply either retroactively or prospectively to prevent substantial over and under payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

RESILENCE ACTION PARTNER'S TECHNCIAL PROPOSAL DATED DECEMBER 5, 2014 IS INCORPORATED BY REFERENCE. The contractor's performance work statement is here by added.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND PACKAGING -- COMMERCIAL

Preservation, packing, and packaging for shipment of all items ordered hereunder shall be in accordance with commercial practice and adequate to insure both acceptance by common carrier and safe transportation at the most economical rate(s).

The Contractor shall coordinate with the Contracting Officer's Representative (COR) for the shipment location of deliverables.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 Clauses Incorporated by Reference" contained in this document. Also, the full text of a solicitation provision may be accessed electronically at http://acquisition.gov/far/index.html.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

All work performed and deliverables shall be subject to review and acceptance by the Government. Final inspection and acceptance shall be by the CO or his/her duly authorized representative at:

Inspection:	FEMA Facility or Place of Performance*
Acceptance:	FEMA Facility or Place of Performance *

*Determined by COR

For the purpose of this clause, the COR named in the Designation of Contracting Officer's Representative clause in this contract is the representative of the CO. The CO reserves the right to unilaterally designate other Government agents as authorized representatives. Should such occur the Contractor will be notified by a written notice.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 Clauses Incorporated by Reference" contained in this document. Also, the full text of a solicitation provision may be accessed electronically at http://acquisition.gov/far/index.html.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance of the CERC contract shall be a base period of twelve (12) months, and four (4) twelve (12) month option periods beginning on the date of award. The duration of this contract will be 60 months with all options exercised. All work and services shall be completed on or before twelve (12) months from the effective date or date of award, whichever is later, unless extended by exercise of an option.

F.3 PLACE OF PERFORMANCE

The principal place of performance will be Contractor provided workspace, unless stated differently elsewhere, and the contractor shall have staff located within the Mitigation Directorate at 1800 S. Bell Street, Arlington, VA 22203 to complete correspondence (Objective 1). The Contractor will attend meetings in the Washington, DC metro area and within the Regions on an as needed basis.

F.4 REPORTS OF WORK

MONTHLY PROGRESS REPORTS

The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form and brief and informal in content. One (1) copy of each monthly report shall be submitted by email to the COR. The report is to be prepared on a calendar month basis and submitted by the 30th day of the following month. Monthly reports shall include --

(1) A quantitative description of overall progress.

(2) A description of any current problems which may impede performance and proposed corrective action.

(3) A discussion of the work to be performed during the next monthly reporting period, including an estimated completion time for each deliverable.

[Applicable to Cost Contracts only]

(4) The financial status to date relative to the original plan. Graphs showing costs incurred versus planned cost, and effort (work hours spent versus projected effort) shall be included.

QUARTERLY PROGRESS REPORTS

The Contractor shall submit quarterly reports of all work accomplished during each three-month period of contract performance. The report is to be submitted by the 30th day after the end of each 3-month period. The first report will cover the period from the

date of contract award through the end of the 1st full calendar quarter. No report needs to be submitted for the final 3 months of the contract inasmuch as it will be covered by the final report.

In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract work. Sufficient diagrams, sketches, curves, photograph, and drawings shall be included to convey the intended meaning. One (1) copy of each quarterly report shall be submitted by email to the COR.

FINAL REPORT

The Contractor shall submit a total of eight (8) copies of the final report (4 hardcopy, 4 electronically) which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract. The content and format of the proposal report must be of a quality suitable for publication. The following disclaimer shall be placed in a prominent place on the first page:

Any opinions, findings, conclusions or recommendations expressed in this publication do not necessarily reflect the views of the Federal Emergency Management Agency.

Final report shall be preceded by a draft final report submitted to the COR by no later than 30 days prior to the due date of the Final Report. Approval of the draft or comments will be submitted to the Contractor by the COR no later than 15 days prior to the due date of the Final Report. In the event the Government delays review and return of any report(s) beyond the period specified, the Contractor shall immediately notify the CO in writing, and the Contractor shall be entitled to a day-to-day extension in submission of any subsequent reports. The Contractor shall submit the final report by email to the COR no later than 30 days after the approval of the draft report by the COR.

SUBMISSION

The quantities of reports specified in the above paragraphs shall be submitted to the COR. In addition, one (1) copy shall be submitted to the CO at Freda.McDonald@fema.dhs.gov or:

Federal Emergency Management Agency
Acquisition Operations Division / Office of the Chief Procurement Officer
Mitigation Branch
395 E Street SW, PP 5th Floor
Washington, DC 20472–3205

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 IDENTIFICATION OF GOVERNMENT OFFICIALS (AUG 2014)

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Freda McDonald
Phone: 202-646-3076
Email: Freda.McDonald@fema.dhs.gov
Fax: N/A

Contract Specialist:

Name: Gerrid Gaboriault
Phone: 202-6461897
Email: Gerrid.Gaboriault@fema.dhs.gov
Fax: N/A

Contracting Officer's Representative:

Name: Joshua Smith
Phone: 202-646-3293
Email: Joshua.Smith5@fema.dhs.gov
Fax: N/A

Alternate Contracting Officer's Representative:

Name: None
Phone:
Email:
Fax:

G.2 TRAVEL COSTS

Costs for transportation, lodging, meals and incidental expenses incurred by Contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs and Federal Travel Regulations.

G.3 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS PROGRAM

(a) This provision is not applicable to small business concerns.

(b) Consistent with the national interest, it is FEMA policy that small business and small business concerns that are owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of FEMA work at the prime and subcontract level. Therefore, any contract awarded as a result of this solicitation shall fully comply with the intent of this policy, and the successful Offeror shall agree to pursue an effective and comprehensive small business and small disadvantaged business subcontracting program in compliance with the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns."

(c) The contract expected to result from this solicitation contains the FAR Clause 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan". The Offeror must submit a complete plan with their proposal and submit updates for review as necessary.

The Small Business subcontracting goals for this solicitation are:

All Small Business	65.0%
Small Disadvantaged Business	15.0%
Woman Owned Small Business	15.0%
HUBZone Subcontracts	10.0%
Small Disabled Veteran Owned Small Business	10.0%

G.4 TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the COR, who shall be specifically appointed by the CO in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the CO, regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the specifications of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COR which falls within one, or more, of the categories defined in (b) (1) through (5) above, shall cause the Contractor to notify the CO in writing within five (5) working days after receipt of any such instruction or direction and shall request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

(1) The technical direction is rescinded in its entirety.

(2) The technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and CO to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or the COR whom the CO shall appoint shall be at the Contractor's risk.

G.5 SUBCONTRACT CONSENT

No subcontract shall be entered into by the Contractor for work/services required under the Contract without the prior written consent of the CO. To facilitate the review of a proposed subcontract by the CO, the Contractor shall submit the information required by FAR Clause 52.244-2 entitled "Subcontracts (OCT 2010)", to the CO. The CO shall review the request for subcontract approval and advise the Contractor of his/her decision.

(Approved subcontractors will be listed below at time of award.)

G.6 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to sensitive or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and not appropriate such information to its own use or disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to information that--

(1) At the time of receipt by the Contractor, is in the public domain

(2) Is published by others after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor

(3) The Contractor can demonstrate was already in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies

(4) The Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain from each employee permitted access a written agreement, in a form satisfactory to the CO, that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization or the Government directly concerned with the performance of the contract.

G.7 FREQUENCY OF BILLING

In amplification paragraph (a) (1) of clause 52.216-7 (included by reference), FEMA will make payments on a monthly basis.

G.8 INVOICE INSTRUCTIONS FOR PROVISIONAL INVOICES UNDER FLEXIBLY PRICED CONTRACTS (JUN 2014)

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

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

(i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

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

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

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

(2) Supporting Documentation

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

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

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

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

SF 1034 and 1035 instructions:

SF 1034 - Provisional/Interim Payment instructions

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

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

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

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

(4) Requisition Number and Date - leave blank.

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

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

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

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

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

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

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

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

> "I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."
>
> _____ _____
> (Name of Official) (Title)

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

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

INVOICE PREPARATION INSTRUCTIONS SF 1035

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

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

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

a. Show, as applicable, the target or estimated costs, target or fixed-fee, and total contract value, as adjusted by any modifications to the contract or order. The FAR permits the contracting officer to withhold a percentage of fixed fee until a reserve is set aside in an amount that is considered necessary to protect the Government's interest.

b. Each invoice or voucher for reimbursement shall include sufficient detail to identify costs properly chargeable to the contract. In addition, each invoice or voucher for reimbursement of costs shall detail the total vouchered charges by showing current and cumulative costs by cost element as follows:

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

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

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

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

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

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

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

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

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

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

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

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

G.9 BILLING INSTRUCTIONS (JUN 2014)

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

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

G.10 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

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

_____

_____

_____

G.11 INVOICE APPROVAL (JUN 2014)

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

Authorized Invoice Approver

Name: Joshua Smith
Title: Contracting Officer's Representative
Phone: 202-646-3293
Email: Joshua.smith5@fema.dhs.gov

G.12 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

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

SF 1034 and 1035 instructions:

SF 1034—Fixed Price

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

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

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

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

(4) Requisition Number and Date - leave blank.

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

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

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

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

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

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

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

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

> "I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."
>
> _____ _____
> (Name of Official) (Title)

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

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

INVOICE PREPARATION INSTRUCTIONS SF 1035

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

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

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

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

Schedule Number – leave blank.

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

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The Contractor agrees as follows:

(a). Planning. The Contractor will develop a plan to assure that any meeting, conference, or seminar held pursuant to this contract will meet or exceed the minimum accessibility standards set forth below. This plan shall include a provision for ascertaining the number and types of disabled individuals planning to attend the meeting, conference, or seminar. The plan shall be submitted to the CO for approval prior to initiating action. A consolidated or master plan for contracts requiring numerous meetings, conferences, or seminars may be submitted in lieu of separate plans.

(b). Facilities. Any facility to be utilized for meetings, conferences, or seminars in performance of this contract shall be accessible to persons with disabilities. The Contractor shall determine, by an on-site inspection if necessary, that the following minimum accessibility requirements are met, or suitable modifications are made to meet these requirements, before the meeting:

1. Parking. (i) Where parking is available on or adjacent to the site one 12' wide space must be set aside for the car of each mobility impaired attendee. The space need not be permanently striped but may be temporarily marked by signs, ropes, or other means satisfactory to carry out this provision.

(ii) Where parking is not available on or adjacent to the site, valet parking or other alternative means must be available to assist disabled attendees. Alternate means must be satisfactory in the judgment of the CO.

2. Entrances. (i) ``Entrances" shall include at least one accessible entrance from the street/sidewalk level, and at least one accessible entrance from any available parking facility.

(ii) The entrance shall be level or accessible by ramp with an incline that allows independent negotiation by a person in a wheelchair. In general, the slope of the incline shall be no more than 1" rise per foot of ramp length (1:12).

(iii) Entrance doorways shall be at least 30" in clear width and capable of operation by persons with disabilities. Revolving doors, regardless of fold back capability, will not meet this requirement.

3. Meeting Rooms. (i) Meeting room access from the main entrance area must be level or at an independently negotiable incline (approximately 1:12) and/or served by elevators from the main entrance level. All elevators shall be capable of accommodating a wheelchair 29" wide by 45" long.

(ii) Meeting rooms shall be on one level or, if on different levels, capable of being reached by elevators or by ramps that can be independently negotiated by a person in a wheelchair. Doorways to all meeting rooms shall be at least 30" in clear width.

(iii) The interior of the meeting room shall be on one level or ramped so as to be independently negotiable for a person in a wheelchair.

(iv) Stages, speaker platforms, etc. which are to be used by persons in wheelchairs must be accessible by ramps or lifts. When used, the ramps may not necessarily be independently negotiable if space does not permit. However, any slope over 1:12 must be approved by the CO. Each case is to be judged on its own merits.

(v) If a meeting room with fixed seating is utilized, seating arrangements for persons in wheelchairs shall be made so that these persons are incorporated into the group rather than isolated on the perimeter of the group.

4. Restrooms. (i) Restrooms shall have level access, signs indicating accessibility, and doorways at least 30" in clear width.

(ii) Sufficient turning space within restrooms shall be provided for independent use by a person in a wheelchair 29" wide by 45" long. A space 60" by 60" or 63" by 56" of unobstructed floor space as measured 12" above the floor is acceptable by standard; other layout will be accepted if it can be demonstrated that they are usable as indicated.

(iii) There will be a restroom for each sex or a unisex restroom with at least one toilet stall capable of accommodating a wheelchair 29" wide by 45" long (by standard, the minimum is 3'-0" by 43'), with out swinging door or private curtains. Wall mounted grab bars are required.

(iv) When separate restrooms have been set up for mobility impaired persons, they shall be located adjacent to the regular restrooms and shall be fully accessible.

5. Eating Facilities. (i) Eating facilities in the meeting facility must be accessible under the same general guidelines as are applied to meeting rooms.

(ii) If the eating facility is a cafeteria, the food service area (cafeteria line) must allow sufficient room for independent wheelchair movement and accessibility to food for persons in wheelchairs, and cafeteria staff shall be available to assist disabled persons.

6. Overnight Facilities. If overnight accommodations are required:

(i) Sufficient accessible guest rooms to accommodate each attendee who is disabled shall be located in the facility where the meeting, conference, or seminar is held, or in a facility housing the attendees which is conveniently located hereby, whichever is satisfactory to the CO.

(ii) Overnight facilities shall provide for the same minimum accessibility requirements as the facility utilized for guest room access from the main entrance area shall be level, ramped at an independently negotiable incline (1:12), and/or served by elevators capable of accommodating a wheelchair 29" wide by 45" long.

(iii) Doorways to guest rooms, including the doorway to the bathroom, shall be at least 30" in clear width.

(iv) Bathrooms shall have wall mounted grab bars at the tub and water closet.

(v) Guest rooms for persons with a disability shall be provided at the same rate as a guest room for other attendees.

7. Water Fountains. Water fountains shall be accessible to disabled persons, or have cup dispensers for use by persons in wheelchairs.

(c). Provisions of Services for Sensory Impaired Attendees.

1. The Contractor, in planning the meeting, conference, or seminar shall include in all announcements and other materials pertaining to the meeting, conference, or seminar a notice indicating that services will be made available to sensory impaired persons attending the meeting, if requested within five (5) days of the date of the meeting, conference, or seminar. The announcement(s) and other material(s) shall indicate that sensory impaired persons may contact a specific person(s), at a specific address and phone number(s), to make their service requirements known. The phone number(s) shall include a teletype number for the hearing impaired.

2. The Contractor shall provide, at no cost to the individual, those services required by persons with sensory impairments to insure their complete participation in the meeting, conference, or seminar.

3. As a minimum, when requested in advance, the Contractor shall provide the following services:

(i) For hearing impaired persons, qualified interpreters. Provisions will also be made for volume controlled phone lines and, if necessary, transportation to local teletype equipment to enable hearing impaired individuals to receive and send meeting related calls. If local teletype equipment is not available, the Contractor shall provide on-site teletype equipment. Also, the meeting rooms will be adequately illuminated so signing by interpreters can be easily seen.

(ii) For vision impaired persons, readers and/or cassette materials, as necessary, to enable full participation. Also, meeting rooms will be adequately illuminated.

(iii) Agenda and other conference material(s) shall be translated into a usable form for the visually and hearing impaired. Readers, Braille translations, and/or tape recordings are all acceptable. These materials shall be available to sensory impaired individuals upon their arrival.

4. The Contractor is responsible for making every effort to ascertain the number of sensory impaired individuals who plan to attend the meeting, conference, or seminar. However, if it can be determined that there will be no sensory impaired person (deaf and/or blind) in attendance, the provision of those services under paragraph (c) for the non-represented group, or groups, is not required.

H.2 REPRODUCTION OF REPORTS

Reproduction of reports, data, or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is to be determined by multiplying pages by the number of copies. A production unit is one sheet, size 8 1/2x11 inches or less, printed on one side only, and in one color. All copy preparation to produce camera-ready copy for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by methods employing stencils, masters, and plates which are to be used on single-unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 10 3/4 by 14 1/4 inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All re-producible (camera-ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data, or other written material.

H.3 COORDINATION OF FEDERAL REPORTING SERVICES

In the event that it is a contractual requirement to collect information from 10 or more public respondents, the provisions of 44 U.S.C. Chapter 35 (Coordination of Federal Reporting Requirements), shall apply to this contract. The Contractor shall obtain through the COR the required Office of Management and Budget clearance before making public contacts for the collection of data or expending any funds for such collection. The authority to proceed with the collection of data from public respondents and the expenditure of funds therefore shall be in writing signed by the CO.

H.4 OBSERVANCE OF LEGAL HOLIDAYS

The Government hereby provides "notice" and the Contractor hereby acknowledges "receipt" that FEMA Government observe the below listed days as holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day

Any other day designated by Federal statute. Any other day designated by Executive Order. Any other day designated by the President's proclamation.

When such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. It is understood and agreed between the Government and the Contractor that observance of such days by Government Personnel shall not "on-its-face" be the cause of an additional period of performance, or entitlement of compensation except as a holiday. No form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or his/her duly authorized representative.

H.5 CONTRACTOR UTILIZATION OF GOVERNMENT FACILITIES

(a). A portion of the effort required to be accomplished under this contract must be performed at a Government owned facility. The Contractor, therefore, will be granted ingress and egress at the specific facility where effort is to be performed.

(b). While Contractor personnel are at the Government facility, they are required to comply with all rules and regulations of the facility, specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves but also to other personnel who are Government employees or agents of the Government and to property at the site regardless of whether or not title to such property vests with the Government. Contractor personnel whose duties require their presence at a Government facility shall be clearly identifiable by the wearing of a distinctive badge obtained by the Contractor from the Government. Prescribed identification for all Contractor personnel shall immediately be delivered to the installation security office for cancellation or disposition upon termination of employment with the Contractor or expiration or termination of contract(s) authorizing such identification.

(c). The Government property to which the Contractor will have access under this clause will be determined during contract negotiations and will be made available as scheduled during contract negotiations. In the event the property to which the Contractor is to have access is not made available as scheduled, the CO shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates of the contract, or both, and any other contractual provision affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes."

(d). The property to which the Contractor has access will at all times be in the custody of the Government and will not be considered "Government Property" furnished to the Contractor. The following Government property located at (See Below) is provided on a no-charge-for-use basis for performance of the effort required by this contract:

Item No.	Item Description	Quantity	Date to be furnished

(List, including location, to be generated as equipment is needed and incorporated into the contract by modification/mutual agreement.)

H.6 IDENTIFICATION OF CONTRACTOR EMPLOYEES WORKING IN GOVERNMENT SPACES IN E-MAIL AND OTHER FORMS OF ORAL AND WRITTEN COMMUNICATIONS (DEC 2008)

Contractor personnel performing under the terms of this contract shall identify themselves as a Contractor in all communications, oral or written, while performing services under this contract. At no time shall the Contractor personnel assigned to this contract represent themselves as a FEMA employee or an official representative of FEMA. Additionally, reference to or use of the Contractor personnel's affiliation with FEMA for reasons not associated with specific performance under this contract is strictly

prohibited. Contractor personnel shall not include DHS/FEMA logos, emblems, project/program nomenclature, or contact information on their business cards; rather, the employee's corporate business cards shall be used. The following is the required signature block template to be used by Contractor personnel assigned a FEMA e-mail account:

Employee Name
Employee Company, Employee Title
Contractor Support to "Name of FEMA Office or Program"
Phone Number
E-mail address

H.7 AWARD FEE PLAN

The Government has the unilateral right to modify award fee criteria in the Award Fee Plan, Section J Attachment 1, as required to meet program needs. Any changes to this award fee plan shall be provided to the Contractor through written modification signed by the CO at least 15 calendar days prior to the start of each award fee period.

Should the Contractor have an objection to any revised or new criteria, a written appeal must be submitted to the CO within seven (7) days of the receipt of the revised plan. The CO shall render a decision in the time remaining prior to the start of the new award fee period. The determination of the CO shall be final and cannot be appealed.

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 Clauses Incorporated by Reference" contained in this document. Also, the full text of a solicitation provision may be accessed electronically at http://acquisition.gov/far/index.html.

52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I (OCT 2009)	OCT 2009
52.216-8	FIXED-FEE	JUN 2011
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2013

	ALTERNATE II (OCT 2001)	
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN 2013
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANGAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013