

52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP 2008
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	OCT 2010
<b>52.244-5</b>	<b>COMPETITION IN SUBCONTRACTING</b>	<b>DEC 1996</b>
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
3052.203-70	INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS	SEP 2012
3052.204-71	CONTRACTOR EMPLOYEE ACCESS ALTERNATE I (SEP 2012)	SEP 2012
3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES	SEP 2012
3052.216-72	PERFORMANCE EVALUATION PLAN	DEC 2003
3052.219-70	SMALL BUSINESS SUBCONTRACTING PLAN REPORTING	JUN 2006
3052.219-71	DHS MENTOR-PROTÉGÉ PROGRAM	JUN 2006
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	DEC 2003
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY	DEC 2003
3052.228-70	INSURANCE	DEC 2003

## I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

### **I.3 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)**

#### **(a) Invoicing.**

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

#### **(b) Reimbursing costs.**

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### **I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

#### **I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

#### **I.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR

part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

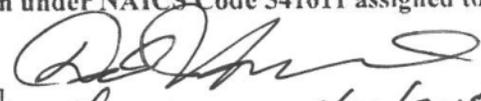
(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 541611 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

  
Chairman 4/26/2015  
David J. Greenwood, P.E.

#### 1.7 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

**In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.**

**This Statement is for Information Only:  
It is not a Wage Determination**

<b>Employee Class</b>	<b>Monetary Wage-Fringe Benefits</b>
Accounting Clerk (I, II, and III)	\$13.68 – \$25.97 (GS-3 to 9)
Administrative Assistant (I, II, and III)	\$13.68 – \$25.97 (GS-3 to 9)
Data Entry Operator (I, II, and III)	\$13.68 - \$37.67 (GS-3 to 12)
Document Preparation Clerk (I, II, and III)	\$13.68 - \$37.67 (GS-3 to 12)
Duplicating Machine Operator (I, II, and III)	\$13.68 - \$37.67 (GS-3 to 12)
General Clerk (I, II, and III)	\$13.68 – \$25.97 (GS-3 to 9)
Messenger Courier	\$13.68 – \$25.97 (GS-3 to 9)
Order Clerk (I, II, and III)	\$13.68 – \$25.97 (GS-3 to 9)
Personnel Assistant (I, II, and III)	\$13.68 – \$25.97 (GS-3 to 9)
Production Control Clerk	\$13.68 – \$25.97 (GS-3 to 9)
Receptionist	\$13.68 – \$25.97 (GS-3 to 9)
Secretary (I, II, and III)	\$13.68 - \$37.67 (GS-3 to 12)
Travel Clerk (I, II, and III)	\$13.68 – \$25.97 (GS-3 to 9)
Word Processor (I, II, and III)	\$13.68 – \$25.97 (GS-3 to 9)
Computer Operator (I, II, and III)	\$21.23 - \$44.80 (GS-7 to 13)
Computer Programmer (I, II, and III)	\$21.23 - \$44.80 (GS-7 to 13)

Computer Systems Analyst (I, II, and III)	\$21.23 - \$44.80 (GS-7 to 13)
Peripheral Equipment Operator	\$21.23 - \$44.80 (GS-7 to 13)
Personal Computer Support Technician	\$21.23 - \$44.80 (GS-7 to 13)
Engineering Technician (I, II, and III)	\$21.23 - \$44.80 (GS-7 to 13)
Driver courier	\$13.68 - \$25.97 (GS-3 to 9)
Desk Clerk	\$13.68 - \$25.97 (GS-3 to 9)

### **I.9 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by .

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

### **I.10 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

### **I.11 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)**

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30TH day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the

Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

#### **I.12 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

#### **I.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

#### **I.14 HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or

operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) **Within 10 days after contract award**, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

## **I.15 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

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

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

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

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

### **I.16 HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

(1) \_\_\_ It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

(2) \_\_\_ It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

### **I.17 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

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

Key Personnel under this Contract:  
(any individual listed in proposal as key)

Key Facilities under this Contract:  
(none)

**I.18 HSAR 3052.216-71 DETERMINATION OF AWARD FEE (SEP 2012)**

(a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

(c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within \_\_\_\* days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

\* see award fee plan

**I.19 HSAR 3052.216-73 DISTRIBUTION OF AWARD FEE (DEC 2003)**

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period*	Available Award Fee
Base Period A	(b)(4)
Base Period B	
Option Year 1A	
Option Year 1B	
Option Year 2A	
Option Year 2B	
Option Year 3A	
Option Year 3B	

**Option Year 4A**

(b)(4)

**Option Year 4B**

\* A = first 6 months and B = second 6 months per period

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

## **I.20 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

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

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

## **I.21 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.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Award Fee Plan	January 22, 2015	21
2	Quality Assurance Surveillance Plan (QASP)	March 10, 2014	3
3	Statement of Objectives (SOO) Informational/Background	January 22, 2015	5

**Community Engagement and Risk Communications (CERC) Services**  
**AWARD FEE PLAN**

**January 22, 2015**

**1.0 INTRODUCTION**

This Award Fee Plan will be used as the basis for the CERC Services element of the Risk Mapping, Assessment, and Planning (MAP) program evaluation of the Contractor's performance and for presenting an assessment of the Contractor's performance to the Fee Determining Official (FDO), and determining the amount of award fee to be payable to the Contractor. This Plan describes specific documents and procedures used to assess the CERC Services Contractor's performance and to determine the amount of award fee earned. Actual award fee determinations are unilateral decisions made solely at the discretion of the Government.

**2.0 DEFINITIONS**

**Award fee:** An amount of money added to a contract, which a contractor may earn in whole or in part by meeting or exceeding the criteria stated in the Award Fee Plan.

**Award fee plan:** The document that captures the award fee strategy. The plan details the procedures for implementing the award fee by structuring the methodology of evaluating the contractor's performance during each evaluation period.

**Award fee pool:** The total of the available award fee for each evaluation period for the life of the contract (as applicable).

**Award fee review board (AFRB):** The AFRB evaluates the Contractor's overall performance for the evaluation period in accordance with the Award Fee Plan. The board is comprised of Government personnel only whose experience in acquisition and/or the Risk MAP Program allows them to analyze and evaluate the contractor's overall performance.

**Base fee:** An award fee contract mechanism that is an amount of money over the estimated costs, which is fixed at the inception of the contract and paid to the contractor regardless of performance in a cost-plus-award-fee contract. A base fee is similar to the fixed fee paid to a contractor under a cost-plus-fixed-fee contract that also does not vary with performance.

**Cost-plus-award-fee contract:** A cost-reimbursement contract that provides for a fee consisting of a base amount (which may be zero)

fixed at inception of the contract and an award amount, based upon a judgmental evaluation by the government in accordance with the Award Fee Plan, sufficient to provide motivation for excellence in contract performance.

**Cost-reimbursable contract:** A contract that provides for payment of the contractor's allowable costs to the extent prescribed in the contract not to exceed a cost ceiling.

**Evaluation criteria:** The criteria that are used to grade each category of performance. The criteria should emphasize the most important aspects of the program to facilitate the contractor doing its utmost to deliver outstanding performance. The criteria should be specific to the program and clearly stated in the award documents.

**Evaluation period:** The period of time upon which an award fee is based. This can be a specific increment of time (e.g., one year) or based upon the completion of an event (e.g., preliminary design review). An award fee amount is tied to each period of time, or each event and the award fee board determines the appropriate fee for this period of time subject to approval by the fee determining official.

**Fee determining official (FDO):** The FDO makes the final determination regarding the amount of award fee earned during the evaluation period by the contractor.

**Fixed-price contract:** A contract that provides for a price that is either fixed or subject to adjustment obligating the contractor to complete work according to terms and for the government to pay the specified price regardless of the contractor's cost of performance

**Fixed-price-award-fee contract:** A variation of the fixed-price contract in which the contractor is paid the fixed price (including normal profit in accordance with FAR 16.404) and may be paid an award fee determined in accordance with the award fee plan based on periodic evaluation of the contractor's performance.

**Provisional award fee payment:** A payment made within an evaluation period prior to a final evaluation for that period. This payment is subject to restrictions and redetermination based on any final FDO award fee determination by the FDO. If the earned award fee, as determined by the FDO, is less than what is paid on a Provisional basis, the excess amount will be deducted from the first invoice submitted to the Government after the Contractor is notified of the FDO's decision.

**Reallocation:** The process by which the Government moves a portion of the available award fee from one evaluation period to another for reasons such as Government-caused delays, special emphasis areas, and changes to the Performance Work Statement (PWS). This does not apply to any current Risk MAP contracts.

### **3.0 ORGANIZATION**

The award fee organization consists of the FDO, an AFRB, and advisors.

The AFRB consists of the Chairperson, the Contracting Officer (CO), the Risk Analysis Division (RAD) Deputy Director, and Risk MAP Contracting Officer's Representatives (COR). All of these are voting members.

Advisers to the CORs and the AFRB may be Program Coordination Lead (PCL), Program Area Managers (PAMs), RAD Branch Chiefs, Project Monitors, and Subject Area Experts, as necessary.

The FDO will be the Federal Emergency Management Agency (FEMA), Federal Insurance and Mitigation Administration, RAD Director, or a more senior person with the Mitigation Directorate. The Chairperson of the AFRB will be the Risk MAP Chief Acquisition Coordinator (Chairperson), or a more senior person with the RAD.

The Award Fee Organization is shown in Annex 1.

### **4.0 RESPONSIBILITIES**

- a. The FEMA, Federal Insurance and Mitigation Administration Deputy Assistant Administrator appoints the FDO.
- b. **FDO**. The FDO approves the Award Fee Plan and any significant changes. The FDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and determines the earned award fee amount for each evaluation period. Upon determining the amount of earned award fee, the FDO advises the CO, in writing of this decision and the amount of earned award fee.
- c. **AFRB**. AFRB members review the Contractor's performance, consider all information from pertinent sources, and arrive at an earned Award Fee recommendation to be presented to the FDO. The AFRB may also recommend changes to this plan.
- d. **AFRB Chairperson**. The Chairperson is responsible for oversight of the coordination of administrative actions conducted by the COR(s) required by the AFRB and the FDO, including: 1) receipt, processing and distribution of evaluation reports from all required sources;

2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award fee process.

- e. **COR(s)**. The COR is responsible for coordinating the administrative actions with the AFRB Chairperson that are required by the AFRB and the FDO, including: 1) receipt, processing and distribution of evaluation and performance reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award fee process.
- f. **CO**. The CO is the liaison between Contractor and Government personnel. Upon receipt of the FDO determination on earned award fee; the CO prepares the letter informing the Contractor of the earned award fee and authorizes the Contractor to invoice for this amount.
- g. **Advisors**. The Advisors are responsible for consultation with the CORs, the AFRB, and the FDO as needed (e.g. assist with briefing an award fee issue at an AFRB). Advisors will be asked to assist the CORs to evaluate the Contractors on the metrics as appropriate.

## 5.0 **AWARD FEE PROCESS**

- a. Common items
  - 1. Contractor performance will be evaluated semi-annually the AFRB utilizing the evaluation criteria included in this Award Fee Plan as noted in each contract (i.e., negotiated performance metrics). If a survey is used as an evaluation criterion, the survey may contain questions that are used for other purposes and not included as part of the performance assessment for award fee.
  - 2. Evaluation Criteria. If the CO does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the subsequent award fee evaluation period.  
The Government has the unilateral right to modify award fee criteria 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 Contracting Officer (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) calendar 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.

3. When a contract is modified (i.e., modification resulting in additional funding and Award Fee), the additional Award Fee will be “pooled” with the remaining Award Fee in the contract at the time that the modification is effective.
4. During each semi-annual award fee evaluation period, the Award Fee that is not earned does not remain in the Award Fee pool for subsequent evaluation periods.
5. The Chairperson notifies AFRB members within 5 calendar days after the end of the evaluation period that the evaluation period has ended and establishes a date for the AFRB to meet.
6. The Contractor’s self-evaluation will be submitted to the CO and copy to the COR and Chairperson, within 10 calendar days after the last day of the evaluation period or 2 calendar days after receipt of survey data from FEMA, whichever is later. The Contractor will brief the COR on its self-assessment as requested. This written assessment of the Contractor’s performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the AFRB in evaluating the Contractor’s performance. The Contractor’s self-assessment shall be limited to a maximum of 5 pages unless the contract states otherwise, plus any supporting information as attachments. Before the Self-Assessment is submitted to the government, the Contractor may meet with the individual COR and appropriate PAMs to discuss preliminary performance requirement summary (PRS) performance data.
7. The COR will provide an assessment of the Contractor’s performance along with the Contractor self-assessment to the Chairperson, within 15 calendar days of receiving the Contractor’s self-assessment.
8. The COR assessment will include input from program staff. As a courtesy, the COR will provide the Contractor with a

copy of the Government assessment of PRS metrics achievement.

9. The AFRB then considers the Contractor's and Government's performance assessments, decides upon a recommendation to the FDO, and prepares a memorandum recommendation of earned award fee to be submitted to the FDO.
  10. If there is a difference in assessments between the Contractor and the COR, the COR will work with the Contractor, the Chairperson, and the Contracting Officer to determine whether there is a need for clarification or if there is truly a difference of opinion that cannot be resolved before the assessments are presented to the AFRB. If there remains a difference of opinion, it will be up to the AFRB to determine the final fee recommendation that will be provided to the FDO.
  11. The AFRB Chairperson briefs the subjective evaluation recommendation to the FDO. To the extent permitted by law and regulation, such evaluations will remain confidential.
  12. At this time, the AFRB Chairperson, based upon subjective recommendations from the AFRB, may also recommend any significant changes to the Award Fee Plan for FDO approval.
  13. The FDO subjectively determines the overall performance level and earned award fee amount for the evaluation period within 60 calendar days after the evaluation period. The contractor will be notified of the earned award fee within 70 calendar days after the evaluation period ends.
  14. If requested by the Contractor, the FDO will debrief the Contractor regarding the award fee determination.
- b. CERC Services Specific Considerations
1. Available Award Fee Amount. The available award fee for each evaluation period is determined during contract negotiations and is stated as a separate line item in the contract. The award fee earned will be based on the Contractor's performance during each evaluation period.

2. Adjustments to the Available Award Fee: Adjustments to the available award fee are only made upon the execution of an option or bilateral modification of the contract.

## **6.0 Payment of Award Fee**

### **a. Payment of Award Fee—General**

1. After receiving the FDO's written determination, the CO should inform the Contractor of the decision in writing within 10 calendar days. This letter shall also serve as authorization for the Contractor to invoice for the earned award fee.
2. The Contractor's invoice for earned award fee shall reflect any previously billed provisional award fee. There is no rollover of previous award fee amounts.
3. If the COR receives an invoice for award fee prior to the Contractor submitting a self-assessment for the period covered by the invoice, the COR shall reject the invoice, return it to the Contractor and inform the Contractor why it was rejected.
4. If the FDO does not make a final determination of award fee within 120 days after receiving the Contractor's self-assessment, the Contracting Officer shall issue a letter authorizing the Contractor to bill for an amount equal to 90% of the amount recommended by the AFRB. If the AFRB has not yet made a recommendation, the amount authorized will equal 80% of the amount of the Contractor's Self-Assessment.

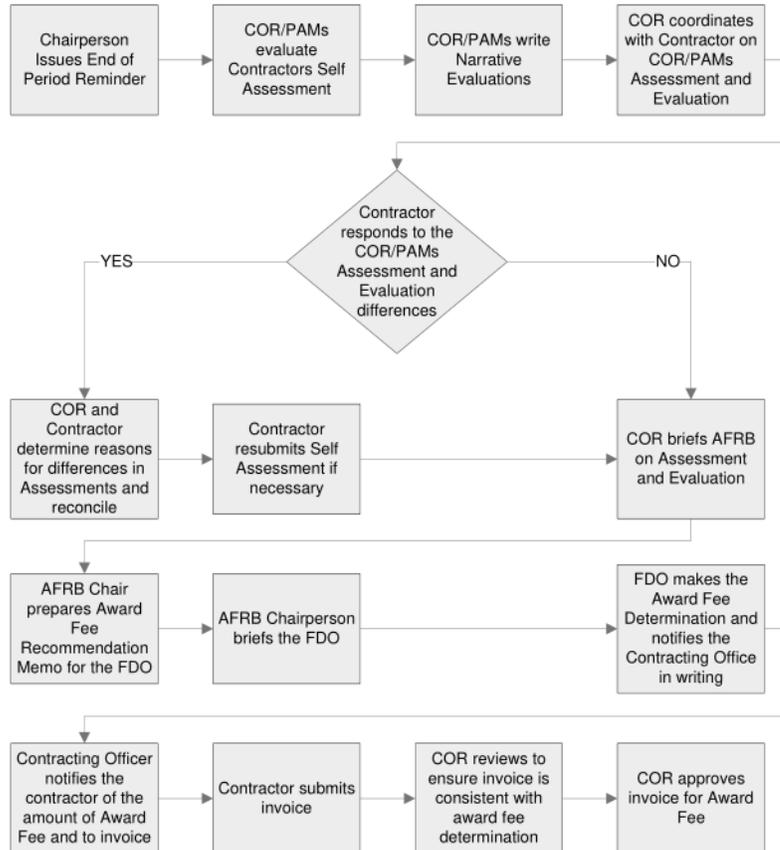
### **b. Payment of Award Fee—Provisional Award Fee**

Provisional award fee payments for unearned award fee will not be allowed, unless:

- i. It is specifically allowed in the Contract.
- ii. The Contractor has agreed in writing that if the earned award fee, as determined by the FDO, is less than what is paid on a provisional basis, the excess amount will be deducted from the first invoice submitted to the Government after the Contractor is notified of the FDO's decision.

- iii. The provisional award fee amount authorized to be billed on a monthly basis will be calculated as 50% of the award fee pool for metrics which cannot be scored until the end of the fiscal year.

**Award Fee Determination Process**



**7.0 AWARD FEE PLAN CHANGE PROCEDURE**

FEMA may unilaterally change the AFRB organization, periodic evaluation review schedule, and Award Fee Determination Process prior to the beginning of an evaluation period. The Contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. Any changes to evaluation criteria will be made upon mutual agreement of the parties and formal written modification executed by the CO. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

The Contractor may recommend changes to the CO prior to the beginning of the new evaluation period. After approval or denial, the CO shall notify the Contractor in writing of the status of any recommendations.

## **8.0 TERMINATION FOR CONVENIENCE**

If the contract is terminated for the convenience of the Government after the start of an Award Fee evaluation period, the Award Fee deemed earned for that period shall be determined by the FDO using the established Award Fee evaluation process.

### **Annexes**

1. Award Fee Review Board Organization
2. Award Fee Allocation by Evaluation Periods
3. Evaluation Criteria

**ANNEX 1**  
**AWARD FEE REVIEW BOARD ORGANIZATION**

Fee Determining Official – Division Director

Award Fee Review Board:

Chair – Acquisition Coordination Lead

Members:

Contracting Officer  
Deputy Division Director  
Risk MAP CORs

Advisors: Branch Chiefs, Program Coordination Lead, Program Area Managers, Project Monitors, Subject Matter Experts, and others as required.

**ANNEX 2**  
**AWARD FEE ALLOCATION BY EVALUATION PERIODS**

The Award Fee earned by the Contractor will be determined at the completion of evaluation periods described in contract. A table similar to the one below may be used.

<b>Evaluation Period *</b>	<b>Available Award Fee Dollars (\$) **</b>
Dates of initial evaluation Period (6 months)	See Section B of Contract
Dates of second evaluation period (6 months)	See Section B of Contract
Dates of third evaluation period (6 months)	See Section B of Contract
And so on...	See Section B of Contract

\* Changes may be made by mutual agreement of the parties.

\*\* The total available award fee will be computed and expressed above before the contract is awarded, and will show the award fee available for the applicable work.

## ANNEX 3 EVALUATION CRITERIA (Metrics)

### CERC Processing Services

The Award Fee will be based on the following three (3) metrics and apply only to line items 0001, 1001, 2001, 3001, and 4001:

- **Metric 1:** Transition Management
- **Metric 2:** Common Risk MAP metric – Program Performance.
- **Metric 3:** Customer Satisfaction Survey

The contractor will provide a self-assessment of its respective performance to the Government in accordance with the Contract Award Fee Plan. The award fee evaluation periods for this Contract will be semi-annual (every six months) based on the contract start date.

The overall award fee determined by the AFRB will be based on the findings for each individual metric and this table as depicted in the FAR:

Award Fee Adjectival Rating	Award Fee Pool Available To Be Earned	Description
Excellent	91%-100%	Contractor has exceeded almost all of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award-fee evaluation period.
Very Good	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Good	51%-75%	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

**Metric 1 – Transition Management**

This measure assesses the successful completion of knowledge transfer and transition from the previous Contractor. Upon contract award, the Government and the Contractor will agree, in writing, to a transition schedule with milestones (example.g. knowledge transfer signoff). Changes to the schedule must be bilaterally agreed upon. At the end of the evaluation period, the COR will assess the adherence to the schedule.

**Surveillance Official: CERC Contract COR**

Standards for Unsatisfactory, Satisfactory, Good, Very Good, and Excellent performance will be:

Award fee Adjectival Rating	Award fee Pool Available To Be Earned	Description
Excellent	91%-100%	All 5 milestones were completed on time, and at least 2 were completed ahead of schedule, in accordance with the master schedule
Very Good	76%-90%	All 5 milestones were completed on time, in accordance with the master schedule
Good	51%-75%	4 milestones were completed on time, in accordance with the master schedule
Satisfactory	No Greater Than 50%	3 milestones were completed on time, in accordance with the master schedule
Unsatisfactory	0%	2 or fewer milestones were completed on time, in accordance with the master schedule.

The award fee will be pro-rated accordingly.

**Metric 2 – Common Risk MAP Metric – Program Performance - Risk MAP Program Wide Measures including New, Validated, or Updated Engineering (NVUE); Deployment; Stakeholder Awareness; and Mitigation Actions**

Metric 2 will be a common metric for all Risk MAP Providers. The Metric is tied to the Risk MAP national goals for NVUE, Deployment, Stakeholder Awareness, and Mitigation Actions. Progress towards achievement of the Risk MAP goals will be scored at the end of the FEMA fiscal year (e.g. September 30, 2015); therefore, this metric will be measured only once annually. Each of the 4 Sub-Metrics is described below along with a description as to how the metrics will be scored.

Given potential budget changes in FY14, the Risk MAP targets may have to be updated. Based on these efforts the thresholds for the adjectival scoring presented below may require adjustments.

**Metric 2a - Percentage of NVUE-compliant stream miles initiated and attained.**

This metric will measure the quality of risk map data by tracking the percent of stream miles that are NVUE-compliant versus the inventory of stream miles. This metric contains 2 sub-parts which will be weighted equally:

- 1) **NVUE – Attained:** This number represents the percentage of modernized engineering study miles that have been validated or recently updated through the issuance of a preliminary map.
- 2) **NVUE – Initiated + Attained:** This number represents the percentage of modernized engineering study miles that have been funded for restudy and not reached the regulatory preliminary issuance phase plus those miles in the previous category.

The Risk MAP Contractors will use CNMS to measure NVUE – Attained. The PTS Contractors will use a combination of CNMS, the MIP, Regional input, and other program tools to measure initiated miles. This hybrid approach is necessary given that Regions often purchase miles without precise geographic locations available at time of purchase (i.e. initiations).

The denominator mileage used in computation of NVUE-Attained is the FEMA mapped inventory. Currently, the frequency of update of the denominator miles has not been established. However, if and when such an update occurs, it would involve a recalculation of total CNMS Inventory miles.

**Sub-Part 1, NVUE – Attained** - The adjectival scoring for Sub-Part 1 will be as follows:

Award fee Adjectival Rating	Award fee Pool Available To Be Earned	Description
Excellent	91%-100%	A rating of excellent signifies that greater than 53.5% and up to 54% or greater of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)
Very Good	76%-90%	A rating of very good signifies that greater than 53% and up to and including 53.5% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)
Good	51%-75%	A rating of good signifies that greater than 52.5% and up to and including 53% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)
Satisfactory	No Greater Than 50%	A rating of satisfactory signifies that greater than 52% and up to and including 52.5% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)
Unsatisfactory	0%	A rating of unsatisfactory signifies less than 52% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)

The award fee will be pro-rated accordingly.

**Sub-Part 2, NVUE – Initiated +Attained** - The adjectival scoring for Sub-Part 2 will be as follows:

Award fee Adjectival Rating	Award fee Pool Available To Be Earned	Description
Excellent	91%-100%	A rating of excellent signifies that greater than 53.5% and up to 54% or greater of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)
Very Good	76%-90%	A rating of very good signifies that greater than 53% and up to and including 53.5% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.).
Good	51%-75%	A rating of good signifies that greater than 52.5% and up to and including 53% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)
Satisfactory	No Greater Than 50%	A rating of satisfactory signifies that greater than 52% and up to and including 52.5% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)
Unsatisfactory	0%	A rating of unsatisfactory signifies less than 52% of the NVUE-compliant stream miles attained (contained in delivered preliminary DFIRM products.)

The award fee will be pro-rated accordingly.

**Metric 2b - Risk MAP Deployment**

Risk MAP Deployment comprises projects whose scope meets the definition depicted in the table below or qualifying exceptions as approved by FEMA.

Risk MAP Deployment Definition:		Risk MAP Products			Risk MAP Datasets Required per G&S			Deployment Footprint (without overlaps)
Project Type	Discovery	Flood Risk Map	Flood Risk Report	Flood Risk Database	Changes Since Last FIRM	Flood Depth & Analysis Grids	Flood Risk Assessment	
Riverine	✓	✓	✓	✓	Required when doing a flood engineering regulatory study and when a modernized map is available to compare changes to	Required when doing a flood engineering regulatory study	Refined analysis required for flooding sources where flood depth and analysis grids were produced	Watershed (HUC-8)
Coastal	✓ At the Community level	✓	✓	✓	Required when doing a flood engineering regulatory study and when a modernized map is available to compare changes to	Applicable only where beneficial. Guidance will clarify and differentiated where coastal depth grids add value and will be required.	Refined analysis required for flooding sources where flood depth and analysis grids were produced	Community (CID)
Levee	Apply "Revised Analysis and Mapping Procedures for Non-Accredited Levees"	✓	✓	✓	Required when doing a flood engineering regulatory study and when a modernized map is available to compare changes to	Required when doing a flood engineering regulatory study	Refined analysis required for flooding sources where flood depth and analysis grids were produced	Project Footprint
Conversion	Conversion Memo				Required when doing a flood engineering regulatory study and when a modernized map is available to compare changes to			Project Footprint

The Contractor will use the Multi-Year Planning tool results and the Risk MAP Purchase Tracking spreadsheet to determine potential and progress. The Deployment target percentage is defined as the percentage of the total US

population (based on the 2010 Census) in communities in which Risk MAP had been deployed. The table below identifies the thresholds for each of the award fee adjectival ratings.

Award fee Adjectival Rating	Award fee Pool Available To Be Earned	Description
Excellent	91% - 100%	A rating of excellent signifies that greater than 58.5% and up to 59% or above Risk MAP deployment is achieved.
Very Good	76% - 90%	A rating of very good signifies that greater than 58% and up to and including 58.5% of Risk MAP deployment is achieved.
Good	51% - 75%	A rating of good signifies that greater than 57.5% and up to and including 58% of Risk MAP deployment is achieved.
Satisfactory	No Greater Than 50%	A rating of satisfactory signifies that 57.5% of Risk MAP deployment is achieved.
Unsatisfactory	0%	A rating of unsatisfactory signifies that less than 57.5% of Risk MAP deployment is achieved.

The award fee will be pro-rated accordingly.

**Metric 2c – Level of local official flood risk awareness in Risk MAP communities**

Risk Awareness, as measured through the National Survey conducted annually by FEMA, will be the percentage of community officials who indicate that they have an awareness of flood risks within their community. The survey results used for this metric will be limited to communities where Risk MAP has been deployed. The survey is only conducted once annually and the results will be available prior to the end of the FEMA Fiscal Year.

Award fee Adjectival Rating	Award fee Pool Available To Be Earned	Description
Excellent	91% - 100%	A rating of Excellent signifies that greater than 72% and up to 72.5% or greater of community officials surveyed who had an awareness of their community's flood risk.
Very Good	76% - 90%	A rating of Very Good signifies that greater than 71.5% and up to and including 72% of community officials surveyed who had an awareness of their community's flood risk.
Good	51% - 75%	A rating of Good signifies that greater than 71% and up to and including 71.5% of community officials surveyed who had an awareness of their community's flood risk.
Satisfactory	No Greater Than 50%	A rating of Satisfactory signifies that 71% of community officials surveyed who had an

		awareness of their community’s flood risk.
Unsatisfactory	0%	A rating of Unsatisfactory signifies that less than 71% of community officials surveyed who had an awareness of their community’s flood risk.

The award fee will be pro-rated accordingly.

**Metric 2d - Percentage of community population where Risk MAP has identified new strategies and advanced mitigation actions**

The Action Measure provides a yardstick to evaluate the Program’s success in acting as a catalyst for communities taking action to reduce their risks. Since it may take several years for a community to complete actions, Risk MAP has adopted a multi-tier approach to tracking action. The tiered approach allows Risk MAP to encourage and track actions as they evolve from idea to completion during the lifecycle of a Risk MAP project. The Risk MAP Deployment Measure provides the baseline population for the Action Measures. For an Action Identified or an Action Advanced to be counted it must: reduce risks, be attributable to Risk MAP, and reside within the area of Deployment.

Action Measure 1 (Sub-Part 1 of this award fee metric) is defined as the number of communities where Risk MAP helped identify new strategies or improve current planned mitigation actions, in direct collaboration with communities. Through collaboration between Risk MAP project teams and communities, previously identified actions (from Hazard Mitigation Plans) are improved on or new strategies are developed “on the spot.”

Action Measure 2 (Sub-Part 2 of this award fee metric) is defined as the number of communities that have advanced identified mitigation actions. This includes communities that at a minimum advanced or began implementing identified mitigation actions, either from their Mitigation Plan or from new strategies identified during the Risk MAP project. Given that the actual implementation of a project may take years to execute, FEMA will track indicators that actions are initiated, in progress, or completed.

The FY 14 targets for measures 1 and 2 are provided in the below sections.

**Sub-Part 1, Action Measure 1** is the number of communities where FEMA has helped identify new strategies or improve current planned mitigation actions, in direct collaboration with communities, as described earlier.

The table below identifies the thresholds for each of the award fee adjectival ratings for Sub-Part 1.

Award fee Adjectival Rating	Award fee Pool Available To Be Earned	Description
-----------------------------	---------------------------------------	-------------

Excellent	91%-100%	A rating of excellent signifies that greater than 775 communities and up to and including 825 communities where FEMA has helped identify new strategies or improve current planned mitigation actions, in direct collaboration with communities.
Very Good	76%-90%	A rating of very good signifies that greater than 700 communities and up to and including 775 communities where FEMA has helped identify new strategies or improve current planned mitigation actions, in direct collaboration with communities.
Good	51%-75%	A rating of good signifies that greater than 625 communities and up to and including 700 communities where FEMA has helped identify new strategies or improve current planned mitigation actions, in direct collaboration with communities.
Satisfactory	No Greater Than 50%	A rating of satisfactory signifies that greater than 550 communities and up to and including 625 communities where FEMA has helped identify new strategies or improve current planned mitigation actions, in direct collaboration with communities.
Unsatisfactory	0%	A rating of unsatisfactory signifies that less than 550 communities where FEMA has helped identify new strategies or improve current planned mitigation actions, in direct collaboration with communities

The award fee will be pro-rated accordingly.

**Sub-Part 2, Action Measure 2** is the number of communities that have advanced mitigation actions, as described earlier.

The table below identifies the thresholds for each of the award fee Adjectival Ratings for Sub-Part 2.

Award Fee Adjectival Rating	Award fee Pool Available To Be Earned	Description
Excellent	91%-100%	A rating of excellent signifies that greater than 325 and up to 350 communities that have advanced mitigation actions
Very Good	76%-90%	A rating of very good signifies that greater than 300 and up to 325 communities that have advanced mitigation actions
Good	51%-75%	A rating of good signifies that greater than 275 and up to 300 communities that have advanced mitigation actions
Satisfactory	No Greater Than 50%	A rating of satisfactory signifies that greater than 250 and up to 275 communities that have advanced mitigation actions
Unsatisfactory	0%	A rating of unsatisfactory signifies that fewer than 250 communities have advanced mitigation actions