

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER See Schedule		PAGE OF 1 73	
2. CONTRACT NO. GS00Q140ADU119		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER HSFE20-17-F-0047		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Erin Cotter			b. TELEPHONE NUMBER (No collect calls) 301-447-1921		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY CODE NETC NETC DEPT OF HOMELAND SECURITY FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMAI BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY 400 C Street, S.W. Washington, DC 20472-3025			16. ADMINISTERED BY CODE NETC NETC DEPT OF HOMELAND SECURITY FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727				
17a. CONTRACTOR/ OFFEROR CODE 07-264-8579		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE FEMA FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604			
ICF INCORPORATED LLC 9300 LEE HWY FAIRFAX VA 22031							
TELEPHONE NO. 7039343527							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	DUNS Number: 139001544 DO/DPAS Rating: DO-N1 BFY: 2017 Fund Code: 68 Program: E111 Organization: P241 Object Class: 2580 Fund Type: D Period of Performance: 06/07/2017 to 06/06/2018 Labor- REPP Exercise Support Services Contract Requisition No: WX01166Y2017T Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						(b)(4)
25. ACCOUNTING AND APPROPRIATION DATA 2017-68-E111-P241--2580						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,742,674.29	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: <u>ICF Prop 2017_0338</u> OFFER DATED <u>04/13/2017</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Digitally signed by GREGORY S BLAIR GREGORY S BLAIR <small>DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=GREGORY S BLAIR, o=9.2342.15205300.100.1.1-0296202225.FEMA, Date: 2017.06.06 15:55:08 -0400</small>			
30b. NAME AND TITLE OF SIGNER (Type or print) Jeffrey Beckner, Sr. Director, Contracts		30c. DATE SIGNED 6/6/2017		31b. NAME OF CONTRACTING OFFICER (Type or print) Gregory S. Blair		31c. DATE SIGNED 6-6-2017	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	<p>ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4)</p> <p>G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4)</p> <p>The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4) Requisition No: WX01166Y2017T, WX02814Y2017T</p>				(b)(4)
0003	<p>CAF (clin access fee)- REPP Exercise Support Services Contract Requisition No: WX02814Y2017T Continued ...</p>				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS00Q140ADU119/HSFE20-17-F-0047

PAGE OF
 3 6

NAME OF OFFEROR OR CONTRACTOR
 ICF INTERNATIONAL INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	Labor- REPP Exercise Support Services Contract Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2018				0.00
1002	ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4) G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4) The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4) Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2018				0.00
1003	CAF (clin access fee)- REPP Exercise Support Services Contract Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2018				0.00
2001	Labor- REPP Exercise Support Services Contract Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2019 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS00Q140ADU119/HSFE20-17-F-0047

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 ICF INTERNATIONAL INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	<p>ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4)</p> <p>G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4).</p> <p>The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4) Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2019</p>				0.00
2003	<p>CAF (clin access fee)- REPP Exercise Support Services Contract Amount: \$ (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2019</p>				0.00
3001	<p>Labor- REPP Exercise Support Services Contract Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2020</p>				0.00
3002	<p>ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (1), the Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS00Q140ADU119/HSFE20-17-F-0047

PAGE OF
 5 | 6

NAME OF OFFEROR OR CONTRACTOR
 ICF INTERNATIONAL INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4) G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4) The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4) Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2020				
3003	CAF (clin access fee)- REPP Exercise Support Services Contract Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2020				0.00
4001	Labor- REPP Exercise Support Services Contract Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2021				0.00
4002	ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i) (1) (ii) (D) (1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4) G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS00Q140ADU119/HSFE20-17-F-0047

PAGE OF
 6 6

NAME OF OFFEROR OR CONTRACTOR
 ICF INTERNATIONAL INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(i) (1) (ii) (D) (2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4) The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4) Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2021</p>				
4003	<p>CAF (clin access fee)- REPP Exercise Support Services Contract Amount: (b)(4) (Option Line Item) Date Option to be Exercised 06/07/2021</p> <p>The NTE ceiling of this task order is (b)(4)</p>				0.00

Table of Contents

SECTION B - CONTINUATION BLOCK	B-1
B.1 PRICE/COST SCHEDULE.....	B-1
B.2 INTRODUCTORY LANGUAGE.....	B-3
B.3 ADMINISTRATIVE DATA	B-4
B.4 AUTHORIZED REPRESENTATIVES	B-2
B.5 SEGREGATION OF COSTS.....	B-5
B.6 TASK ORDER EMPLOYEE IDENTIFICATION	B-5
B.7 FEDERAL HOLIDAYS	B-6
B.8 NONPERSONAL SERVICES	B-6
B.9 FUNDS AVAILABLE	B-6
B.10 OPTION TO EXTEND THE TERM OF THE TASK ORDER.....	B-7
B.11 MANAGEMENT CONTROL.....	B-7
B.12 TRAVEL REIMBURSEMENTS	B-7
B.13 SCHEDULE OF TIME AND MATERIAL BILLING RATES	B-7
B.14 BILLING INSTRUCTIONS.....	B-8
B.15 DEFECTIVE OR IMPROPER INVOICES.....	B-8
B.16 BILLING INSTRUCTIONS FOR PROVISIONAL INVOICES UNDER FELXIBLY PRICED CONTRACTS	B-8
B.17 METHODS OF SURVEILLANCE.....	B-11
B.18 QUALITY ASSURANCE AND SURVEILLANCE PLAN	B-11
B.19 DELIVERABLES AND DELIVERY SCHEDULE.....	B-11
B.20 TRAVEL COSTS.....	B-16
B.21 OASIS-URESTRICTED TASK ORDER INFORMATION.....	B-17
SECTION C - CONTRACT CLAUSES	C-13
C.1 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012).....	C-13
C.2 52.209-10 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	C-14
C.3 52.212-4- CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017) ALTERNATE I (JAN 2017).....	C-15
C.4 3052.215-70 KEY PERSONNEL OR FACILITIES.....	C-30
C.5 PLACE OF PERFORMANCE.....	C-31
C.6 PERIOD OF PERFORMANCE.....	C-31
C.7 SECURITY.....	C-31
C.8 CONTRACTOR BACKGROUND INVESTIGATIONS.....	C-33
C.9 FACILITY ACCESS.....	C-35
C.10 DATA RIGHTS.....	C-36
C.11 HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION.. TECHNOLOGY RESOURCES (JUN 2006) REVISED 4/27/2017	C-36
C.12 HSAR 3052.204-71 ALTERNATE I CONTRACTOR EMPLOYEE ACCESS (SEP 2012).....	C-36
C.13 ACCESSIBILITY REQUIREMENTS (SECTION 508).....	C-36
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-1

**SECTION B - CONTINUATION BLOCK
B.1 PRICE/COST SCHEDULE**

CLIN	DESCRIPTION	Cost
0001	Base Period (6/7/17-6/6/18) Labor- REPP Exercise Support Services Contract	(b)(4)
0002	ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4) G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4) The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4)	(b)(4)
0003	Base Period (6/7/17-6/6/18) CAF (clin access fee)- REPP Exercise Support Services Contract	(b)(4)
	Base Year Total	(b)(4)
1001	Option Period I (6/7/18-6/6/19) Labor- REPP Exercise Support Services Contract	(b)(4)
1002	Option Period I (6/7/18-6/6/19) ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4) G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4) The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4)	(b)(4)

1003	Option Period I (6/7/18-6/6/19) CAF (clin access fee)- REPP Exercise Support Services Contract	
	Option Period I Total	(b)(4)
2001	Option Period II (6/7/19-6/6/20) Labor- REPP Exercise Support Services Contract	
2002	<p>Option Period II (6/7/19-6/6/20)</p> <p>ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4)</p> <p>G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4)</p> <p>The Contractor may invoice for this CLIN at the rate of \$(b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4)</p>	(b)(4)
2003	Option Period II (6/7/19-6/6/20) CAF (clin access fee)- REPP Exercise Support Services Contract	(b)(4)
	Option Period II Total	(b)(4)
3001	Option Period III (6/7/20-6/6/21) Labor- REPP Exercise Support Services Contract	(b)(4)
3002	<p>Option Period III (6/7/20-6/6/21)</p> <p>ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4)</p> <p>G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4)</p> <p>The Contractor may invoice for this CLIN at the rate of \$(b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4)</p>	(b)(4)

3003	Option Period III (6/7/20-6/6/21) CAF (clin access fee)- REPP Exercise Support Services Contract	(b)(4)
	Option Period III Total	
4001	Option Period IV (6/7/21-6/6/22) Labor- REPP Exercise Support Services Contract	(b)(4)
4002	Option Period IV (6/7/21-6/6/22) ODC's/Travel- NTE, Cost Reimbursable in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(1), the Government will reimburse the contractor the basis of actual costs for the following: ODC's/Travel: (b)(4) G&A Fee (Included in Travel Amount) Firm Fixed Price in accordance with FAR 52.212-4 Alt I (i)(1)(ii)(D)(2), the Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of performance at the following price as proposed on ICF's Travel: (b)(4) The Contractor may invoice for this CLIN at the rate of (b)(4) per every \$1 of Travel on the Invoice. Total Obligation: (b)(4)	
4003	Option Period IV (6/7/21-6/6/22) CAF (clin access fee)- REPP Exercise Support Services Contract	(b)(4)
	Option Period IV Total	
	Total of Base and 4 Options	(b)(4)

B.2 INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable OASIS GWAC Pool and the specific OASIS GWAC contract referenced on the SF1449 in Block 2, are hereby incorporated by reference.

The full text of any FAR and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <https://www.acquisition.gov/far>

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

B.3 ADMINISTRATIVE DATA

A Task Order (TO) is hereby established between ICF and the Federal Emergency Management Agency under the following terms and conditions incorporated in this TO and GSA OASIS GWAC contract:

Contractor Primary Point of Contact:

(b)(6)
9300 Lee Highway
Fairfax, VA 22031
(b)(6)@icf.com
(b)(6)

DUNS NUMBER: 139001544

Contracting Office
Department of Homeland Security/FEMA
Acquisition Preparedness Section
Building D - Acquisition
16825 South Seton Avenue
Emmitsburg, MD 21727

B.4 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

Gregory S. Blair, 301.447.7273
Department of Homeland Security/FEMA
Acquisition Preparedness Section
Building D -- Acquisition
16825 South Seton Avenue
Emmitsburg, MD 21727

The Primary Contract Specialist for this Agreement is:

Erin Cotter, 301.447.1921
Department of Homeland Security/FEMA
Acquisition Preparedness Section
Building D -- Acquisition
16825 South Seton Avenue
Emmitsburg, MD 21727

The Primary Contracting Officer's Representative (COR) for this Agreement is:

Clark Galloway

Program Specialist, Emergency Management
Radiological Emergency Preparedness Branch
Technological Hazards Division
HQ FEMA/DHS-NPD-THD-REPP
202-550-4703
400 C Street, S.W.
Washington, DC 20472-3025

The Primary and/or Secondary COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

B.5 SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations as may be set forth in applicable clauses. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the Task Order holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the Task Order holder as authorized for purchase.

b. The Task Order holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause for ODCs and Travel is indicated as a Not To Exceed amount on the Price/Cost Schedule in B.1.

B.6 TASK ORDER EMPLOYEE IDENTIFICATION

All support Task Order holder personnel will be required to wear company identification badges in order to distinguish themselves from Government (organic) employees. When conversing with Government personnel during business meetings and over the telephone, support Task Order holder personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Where practicable, support Task Order holders occupying collocated space with their Government program customer should identify their workspace area with their name and company affiliation.

B.7 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B.8 NONPERSONAL SERVICES

a. In performance of this contract, the Task Order holder will provide services as required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the Task Order holder as opposed to individual Task Order holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the Federal Emergency Management Agency mission but not otherwise available within Federal Emergency Management Agency.

c. The Government will neither supervise Task Order holder employees nor control the method by which the Task Order holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Task Order holder employees. It shall be the responsibility of the Task Order holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Task Order holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the Task Order holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by Task Order holders will be the sole responsibility of the

Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

B.9 FUNDS AVAILABLE

(a) Currently, funds in the amount of \$3,742,674.29 are obligated to this Contract.

(b) Should the Government elect to exercise any of its options for additional services under the Contract, the amounts specified in Section B will be obligated to the Contract, subject to availability of funds and formal modification to this contract by the Contracting Officer.

B.10 OPTION TO EXTEND THE TERM OF THE TASK ORDER

a. In accordance with FAR 52.217-8, the Government may extend the term of this Task Order by written notice to the Contractor at any time prior to the expiration of the Task Order, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least (30) days before the Task Order expires. The preliminary notice does not commit the Government to an extension.

b. The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA OASIS GWAC Contract.

B.11 MANAGEMENT CONTROL

Subcontractors and/or teaming partners may be added, and/or dropped as necessary and allowable over the life of the Task Order in order to meet the technical objectives. All such changes will be accomplished via official modification. All Task Order holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all "non-badged" visitors to Federal Emergency Management Agency Program Offices, unless other specific arrangements have been made.

B.12 TRAVEL REIMBURSEMENT

The Government will reimburse the cost of travel required in conjunction with performance of this Task order. Reimbursement for travel is limited to that which is required in the performance of the order and only for costs authorized in accordance with Federal Travel Regulations. 41 CFR Chapters 300-304. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost reimbursable basis only. Local travel, or the relocation of Task Order holder personnel within (50) miles, of other geographic areas for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the Task Order holder employee's home and the FEMA Office or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

B.13 CONSIDERATION – TIME AND MATERIALS TASK ORDER "NOT TO EXCEED" (NTE)

The total NTE ceiling cost of this order is \$3,742,674.29

Payment(s) shall be made on a monthly basis based upon the level of effort provided upon the satisfactory completion and Government acceptance of all requirements under the order for the month in which the services were provided as detailed on the invoice.

B.14 BILLING INSTRUCTIONS

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

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

B.15 DEFECTIVE OR IMPROPER INVOICES

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

(b)(6) Senior Contract Administrator
9300 Lee Highway
Fairfax, VA 22031

(b)(6)@icf.com

B.16 BILLING INSTRUCTIONS FOR PROVISIONAL INVOICES UNDER FLEXIBLY PRICED CONTRACTS

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

(1) Statement of Cost: The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost: (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system. (ii) Costs claimed must be only those recorded

costs authorized for billing by the payment provisions of the contract. (iii) Indirect costs claimed must reflect the rates approved for provisional billing purposes by the Contracting Officer in accordance with FAR Part 42.7. (iv) The total fee billed, retainage amount, and available fee must be shown. (vi) The Contractor must prepare a Statement of Cost for each Contract Line Item (CLIN) and a summary for the total invoiced cost.

(2) Supporting Documentation

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

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

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

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

SF 1034 and 1035 instructions:

SF 1034 - Provisional/Interim Payment Instructions. The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows: (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise. (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted. (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed. (4) Requisition Number and Date - leave blank. (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) (6) Schedule Number; Paid By; Date Invoice Received - leave blank. (7) Discount Terms - enter terms of discount, if applicable. (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank. (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. (10) Shipped From; To: Weight Government B/L Number - insert for supply contracts. (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc. (12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount

claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

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

(13) Quantity; Unit Price - insert for supply contracts. (14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

INVOICE PREPARATION INSTRUCTIONS SF 1035

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

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

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

- a. Show, as applicable, the target or estimated costs, target or fixed-fee, and total contract value, as adjusted by any modifications to the contract or order. The FAR permits the contracting officer to withhold a percentage of fixed fee until a reserve is set aside in an amount that is considered necessary to protect the Government's interest.
- b. Each invoice or voucher for reimbursement shall include sufficient detail to identify costs properly chargeable to the contract. In addition, each invoice or voucher for reimbursement of costs shall detail the total vouchered charges by showing current and cumulative costs by cost element as follows: (1) Direct Labor. For cost type contracts, list each total labor costs by indirect allocation base separately. For T&M contracts, list each labor category, rate per labor hour, hours worked, and extended total labor dollars per labor category. (2) Premium Pay/Overtime. List each labor category, rate per labor hour, hours worked, and the extended total labor dollars per labor category. Note: Advance written authorization must be received from the contracting officer to work overtime or to pay premium rates; therefore, identify the contracting officer's written authorization to the contractor. (3) Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the contract allows for a separate fringe benefit pool, cite the rate, base, and extended amount. (4) Materials, Supplies, Equipment. Show those items normally treated as direct costs. Expendable items need not be itemized and may be grouped into major classifications such as office supplies. However, items valued at \$5,000 or more must be itemized. See (FAR) 48 CFR part 45, Government Property, for reporting of property. (5) Travel. List the name and title

of traveler, place of travel, and travel dates. Show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately, on a daily basis. Travel costs for consultants must be shown separately and also supported. (6) Other Direct Costs. Itemize those costs that cannot be placed in categories (1) through (5) above. Categorize these costs to the extent possible. (7) Total Direct Costs. Cite the sum of categories (1) through (6) above. (8) Overhead. Cite the rate, base, and extended amount. (9) G&A Expense. Cite the rate, base, and extended amount. (10) Total Costs. Cite the sum of categories (7) through (9) above. (11) Fee. Cite the rate, base, and extended amount. (12) Total Cost and Fee Claimed. Enter this amount on the SF 1034.

B.17 METHODS OF SURVEILLANCE

The Government may use a variety of surveillance methods to evaluate the Contractor's performance. These include, but are not limited to, periodic surveillance of the Contractor's quality control program, test calls, and validated customer complaints.

B.18 GOVERNMENT QUALITY ASSURANCE PLAN AND SURVEILLANCE

The Government will perform those quality assurance procedures that may be necessary to verify that performance is in accordance with the terms of each order. Government quality assurance will be performed routinely by the COR; however, other activities may be called upon to support this effort as required. A Quality Control Plan (QCP) will be provided by the Contractor and incorporated into the order. The QCP will be used by the Government to evaluate the Contractor's performance of each individual order over the life of the Task Order. Through this evaluation, the COR will identify both positive and negative aspects of the contractor's performance. This will allow the COR to communicate to the contractor those aspects that are strengths of their performance, and those aspects considered to be deficiencies/weaknesses in their performance and which need to be addressed and corrected. For those tasks listed in the QASP, the COR or designated quality assurance evaluators will follow the methods of surveillance specified in the QASP. The COR or designated quality assurance evaluators will record all surveillance observations and will maintain a file of all inspections results. Government surveillance of tasks not listed in the QASP may occur during the performance of this order. Such surveillance will be done according to standard inspection procedures or other provisions. Successive months of unsatisfactory performance for any PRS (performance requirement summary) item may result in other appropriate action(s) by the Contracting Officer in accordance with the Inspection of Services clause, including Termination for Default. Any action taken by the Contracting Officer as a result of surveillance will be in accordance with the terms of this order.

B.19 DELIVERABLES AND DELIVERY SCHEDULE

Deliverables are outlined in Section 9 of the PWS.

All draft documents and products will be provided to FEMA for review and acceptance. FEMA will provide close monitoring and continuous evaluation of Contractor performance.

All work shall be coordinated with the Contracting Officer Representative (COR).

B.20 TRAVEL COSTS

Costs for transportation, lodging, meals and incidental expenses incurred by contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.

Round-trip coach airfares for out-of-town travel shall be scheduled sufficiently in advance, if possible, to take advantage of offered discounted rates. Lodging and per diem expenses shall be billed at the actual government per diem rate set for the location. Receipts for actual allowable travel costs incurred must be submitted with invoices for reimbursement.

B.21 OASIS-SB TASK ORDER INFORMATION

B.21.1 OASIS Unrestricted Pool being Solicited/Awarded: OASIS-Unrestricted Pool

B.21.2 NAICS Code and Size Standard: The principal nature of the requirements described in this solicitation is consistent with services performed by industries in the 541611 Administrative Management and Consulting Services with a small business size standard of \$15 million.

B.21.3 Product Service Code (PSC): The services in this solicitation are best represented by PSC Code: R499-SUPPORT- PROFESSIONAL: Other

B.21.4 Type of Contract: The primary type of contract resulting from this solicitation is: Time and Materials.

B.21.5 Type of Services: The type of services under this solicitation is: Commercial Items

B.21.6 Extent of Competition: This solicitation will be based on Fair Opportunity procedures (FAR 16.505(b)(1))

B.21.7 Security Clearances:

B.20.7.1 The clearance level for this PWS/SOW is: Unclassified

B.20.7.2 The Facility Clearance Level for this PWS/SOW is: Unclassified

B.21.8 Performance Location(s):

B.20.8.1 The performance locations for this PWS/SOW are: CONUS

B.20.8.2 The labor will be performed at a Mix of Both government and Contractor Sites

SECTION C - CONTRACT CLAUSES**C.1 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the RFQ is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

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

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

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.209-73 Limitation on Future Contracting.

3052.215-70 Key Personnel or Facilities.

3052.216-71 Determination of Award Fee.

3052.216-72 Performance Evaluation Plan.

3052.216-73 Distribution of Award Fee.

3052.217-91 Performance. (USCG)

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

3052.217-93 Subcontracts. (USCG)

3052.217-94 Lay Days. (USCG)

3052.217-95 Liability and Insurance. (USCG)

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

C.2 52.209-10 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

As prescribed in [9.108-5\(b\)](#), insert the following clause:

Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

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

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

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

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

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

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

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

**C.3 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS.
(JAN 2017)- ALTERNATE I (JAN 2017)**

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the

replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. Approximately 10% of the "hourly rate" is attributable to profit.

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the

contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: None; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer- Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

- (i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by

the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will

reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Travel/ODC's

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: G&A 15.78% for 2017

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this

contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under

this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.4 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 Task Order 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 Task Order:**Project Manager (Key Personnel)**

Project Manager
HQ Support Services Manager
Regional Support Services Manager
Training Lead
ICF Regional Coordinators
HQ Support Task Lead
Regional Work Order Coordinator
ICF Scenario Reviewers

C.5 PLACE OF PERFORMANCE

Government Site (primarily 400 C Street, S.W., Washington, DC 20472-3025) and Contractor Facility depending on the task.

C.6 PERIOD OF PERFORMANCE

The Task Order period of performance will consist of a twelve (12) months base period and four (4) one (1) year option periods from the effective date of award.

However, the total period of performance may be extended for a cumulative period not to exceed six months under the Option to Extend Services clause (Ref. FAR 52.217-8).

C.7 SECURITY

The Contractor may have access to Sensitive but Unclassified information during the performance of the contract requirements.

Non-Disclosure Agreements, DHS Form 11000-6 are required to be signed by all Contractor personnel when their role requires them to come into contact with Sensitive But Unclassified, Government procurement sensitive information, and/or other sensitive information, or proprietary business information from other Contractors. The Contracting Officer will provide the prescribed non-disclosure forms as

necessary to the Contractor when circumstances warrant. The Contractor shall maintain, transmit, retain in the strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information.

If required by the individual task order, the Contractor shall provide information only to Homeland Security Presidential Directive 12 (HSPD-12) cleared employees, Contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

The recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information. The Contracting Officer shall provide the prescribed non-disclosure forms as necessary to the Contractor when circumstances warrant.

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

If public information is provided to the Contractor for use in performance or administration of this effort, the Contractor, except with the written permission of the Contracting Officer, may not use such information for any other purpose. If the Contractor is uncertain about the availability or proposed use of information provided, the Contractor will consult with the COR regarding use.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each employee or subcontractor of the Contractor to whom information may be made available or disclosed shall use the information provided only for a purpose and to the extent authorized herein. Penalties for non-approved release of privacy data shall be subject to penalties described in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a.

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. The Contractor and its personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to the authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor.

All deliverables and data received, processed, evaluated, loaded, and/or created as a result of this contract shall remain the sole property of the Government unless specific exception is granted in writing by the Contracting Officer.

A Contractor and its personnel/employees shall NOT keep any PII obtained through services performed under this contract. The Contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with DHS, and shall not proceed until DHS has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the Contractor shall be coordinated with, and be subject to the approval of DHS. The Contractor assumes full responsibility for taking corrective action, which may include offering credit monitoring when appropriate.

C.8 CONTRACTOR BACKGROUND INVESTIGATIONS

All contractor personnel who require access to DHS or FEMA information systems, routine access to DHS or FEMA facilities, or access to sensitive information, including but not limited to Personally Identifiable Information (PII), shall be subject to a full background investigation commensurate with the level of the risk associated with the job function or work being performed. FEMA's Personnel Security Division (PSD) will determine the risk designation for each contractor position by comparing the functions and duties of the position against those of a same or similar federal position, applying the same standard for evaluating the associated potential for impact on the integrity and efficiency of federal service.

Low Risk without Information System Access

Contractor personnel occupying positions or performing functions with a Low Risk designation and who do not require access to DHS or FEMA information systems shall undergo a National Agency Check with

Inquiries (NACI) and a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Low Risk with Information System Access

Contractor personnel occupying positions or performing functions with a Low Risk designation and who require access to DHS or FEMA information systems shall undergo a Moderate-Risk Background Investigation (MBI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Moderate Risk

Contractor personnel occupying positions or performing functions with a Moderate Risk designation shall undergo a Moderate-Risk Background Investigation (MBI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

High Risk

Contractor personnel occupying positions or performing functions with a High Risk designation shall undergo a Background Investigation (BI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Background Investigation Process

To initiate the request to process contractor personnel, the Contractor shall provide the FEMA Contracting Officer's Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the FEMA Form 121-3-1-6, "Contract Fitness/Security Screening Request." The FEMA COR shall ensure that all other applicable sections of the FEMA Form 121-3-1-6 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, "Declaration for Federal Employment," forms for all contractor personnel.

Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if

- the investigation was completed within the last five years,

- it meets or exceeds the minimum requirement for the position they will occupy or functions they will perform on this contract,
- the contractor personnel have not had a break in employment since the prior favorable adjudication, and
- FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation.

FEMA PSD will notify the COR of the names of the contractor personnel eligible to work based on prior, favorable adjudication. The COR will, in turn, notify the Contractor of the names of the favorably adjudicated contractor personnel, at which time the favorably adjudicated contractor personnel will be eligible to begin work under this contract.

For those contractor personnel who do not have an acceptable, prior, favorable adjudication or who otherwise require reinvestigation, FEMA PSD will issue an electronic notification via email to the contractor personnel that contains the following documents, which are incorporated into this contract by reference, along with a link to the Office of Personnel Management's Electronic Questionnaires for Investigation Processing (e-QIP) system and instructions for submitting the necessary information:

- Standard Form 85P, "Questionnaire for Public Trust Positions Optional Form 306, "Declaration for Federal Employment"
- SF 87, "Fingerprint Card" (2 copies)
- DHS Form 11000-6, "Non-Disclosure Agreement"
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

FEMA PSD will only accept complete packages consisting of all of the above document and Standard Form 85P, which must be completed electronically through the Office of Personnel Management's e-QIP system. The Contractor is responsible for ensuring that all contractor personnel timely and properly submit all required background information.

Once contractor personnel have properly submitted the complete package of all required background information, FEMA's Personnel Security Division, at its sole discretion, may grant contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division's initial review of the contractor personnel's background information reveals no issues of concern. In such cases, FEMA's Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contractor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

Upon favorable adjudication of the full background investigation, FEMA's Personnel Security Division will update the contractor personnel's security file and take no further action. In any instance where the final adjudication results in an unfavorable determination FEMA's Personnel Security Division will notify the contractor personnel directly, in writing, of the decision and will provide the COR with the name(s) of the contractor personnel whose adjudication was unfavorable. The COR will then forward that information to the Contractor. Contractor personnel who receive an

unfavorable adjudication shall be ineligible to perform work under this contract. Unfavorable adjudications are final and not subject to review or appeal.

Continued Eligibility and Reinvestigation

Eligibility determinations based on a NACI, MBI or BI are valid for five years from the date that the investigation was completed and closed. Contractor personnel required to undergo a background investigation (NACI, MBI, or BI, as required) to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone a reinvestigation and FEMA's Personnel Security Division has renewed their eligibility to perform work under this contract.

Exclusion by Contracting Officer

The Contracting Officer, independent of FEMA's Personnel Security Division, may direct the Contractor to exclude from working on this contract any contractor found or deemed to be unfit or whose continued employment on the contract is deemed contrary to the public interest or inconsistent with the best interest of the agency.

C.9 FACILITY ACCESS

The Contractor shall comply with FEMA Directive 121-1 "FEMA Personal Identity Verification Guidance," FEMA Directive 121-3 "Facility Access," and FEMA Manual 121-3-1 "FEMA Credentialing Access Manual," to arrange for contractor personnel's access to FEMA facilities, which includes, but is not limited to, arrangements to obtain any necessary identity badges for contractor personnel.

Contractor personnel working within any FEMA facility who do not require access to DHS or FEMA IT systems and do not qualify for a PIV Card may be issued a Facility Access Card (FAC). FACs cannot exceed 180 days; all contractors requiring access greater than 180 days will need to qualify for and receive a PIV card before being allowed facility access beyond 180 days. Contractor personnel shall not receive a FAC until they have submitted a SF 87, "Fingerprint Card," and receive approval from FEMA PSD. Contractor personnel using a FAC for access to FEMA facilities must be escorted in Critical Infrastructure areas (i.e., server rooms, weapons rooms, mechanical rooms, etc.) at all times.

FEMA may deny facility access to any contractor personnel whom FEMA's Office of the Chief Security Officer has determined to be a potential security threat.

The Contractor shall notify the FEMA COR of all terminations/resignations within five calendar days of occurrence. The Contractor must account for all forms of Government-provided identification issued to contractor employees under a contract (i.e., the PIV cards or other similar badges) must return such identification to FEMA as soon as any of the following occurs:

- When no longer needed for contract performance.
- Upon completion of a contractor employee's employment.
- Upon contract completion or termination.

If an identification card or building pass is not available to be returned, the Contractor shall submit a report to the FEMA COR, referencing the pass or card number, name of the individual to whom it was issued, and the last known location and disposition of the pass or card.

The Contractor or contractor personnel's failure to return all DHS- or FEMA-issued identification cards and building passes upon expiration, upon the contractor personnel's removal from the contract, or upon demand by DHS or FEMA may subject the contractor personnel and the Contractor to civil and criminal liability.

C.10 DATA RIGHTS

Under the provisions of the Rights in Data General Clause (FAR 52.227-14), the Government reserves all rights, including copyrights, distribution rights, and other rights for all documents, data or software developed in the performance of this Task Order.

C.11 HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006) REVISED 4/27/2017

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 ____ ["insert number of days"] 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.

C.12 HSAR 3052.204-71 ALTERNATE I CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs: **REVISED 4/27/2017**

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Representative (COR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

C.13 ACCESSIBILITY REQUIREMENTS (SECTION 508)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when

needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government RFQ. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some, but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- ATTACHMENT 1: Performance Work Statement (PWS)
- ATTACHMENT 2: Quality Assurance & Surveillance Plan (QASP)



FEMA

Performance Work Statement (PWS)
Administrative Management and General Management
Consulting Services for
Department Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Radiological Emergency Preparedness Program (REPP)

TABLE OF CONTENTS

1. Project Title..... 3

2. Background 3

3. Purpose..... 6

4. Scope 7

5. Applicable Documents..... 7

6. Objectives..... 8

7. Sample Labor Categories 13

8. Required Training..... 16

9. Administration and Deliverables..... 17

10. General Deliverable Requirements and Acceptance Criteria..... 18

11. Government-Furnished Equipment and Information..... 19

12. Period of Performance..... 19

13. Key Personnel..... 19

14. Travel..... 19

15. Security..... 20

**Department of Homeland Security /FEMA
Technological Hazards Division (THD)
Radiological Emergency Preparedness Program (REPP)
Performance Work Statement (PWS)**

1.0 PROJECT TITLE

Administrative Management and General Management Consulting Services for the National Preparedness Radiological Emergency Preparedness Program (REPP)

2.0 BACKGROUND

Program History. On December 7, 1979, in response to the March 28, 1979 accident at the Three Mile Island nuclear power plant in Pennsylvania, President Carter transferred the Federal lead role in state, local and tribal radiological emergency planning and preparedness activities from the U.S. Nuclear Regulatory Commission (NRC) to FEMA. FEMA established the Radiological Emergency Preparedness (REP) Program to ensure that State and local plans and preparedness can adequately protect the public health and safety of citizens living around commercial nuclear power plants by providing reasonable assurance that appropriate protective measures can be taken offsite in the event of radiological incident and to inform and educate the public about radiological emergency preparedness.

The NRC Authorization Act of 1980 subsequently mandated that FEMA provide a “reasonable assurance” determination of the adequacy of nuclear power plant state, local and tribal preparedness (Pub. L. No. 96-295, § 109 (June 30, 1980)). To meet this mandate FEMA established the REP Program mission to: (1) enhance planning, preparedness, and response for all types of radiological emergencies with Federal, State, and local governments and the private sector and (2) ensure that adequate state, local and tribal emergency plans and preparedness are in place and can be implemented by State and local governments to protect the health and safety of the public living in the vicinity of commercial nuclear power plants through the evaluation of scheduled biennial exercises and other functional drills and training. This is consistent with 42 U.S.C. § 5131, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub.L. 100-707, 102 Stat. 4689 (1988), where the FEMA Administrator is authorized to establish a program of disaster preparedness which includes, among other matters, preparation of disaster preparedness plans for warning, emergency operations, training and exercises, and coordination of Federal, State and local programs. Further, the Administrator is to provide technical assistance to States in developing comprehensive plans and practical programs for preparation against disasters. The technical assistance provided under this authority may be used by States for planning and preparedness activities related to commercial nuclear power plant incidents.

National Preparedness. Pursuant to Section § 503(b)(1) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 313(b)(1)), FEMA’s mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Pursuant to Section § 503(b)(2)(H), in support of FEMA’s primary mission, the Administrator shall develop and coordinate the implementation of a risk-based, all-hazards strategy for preparedness that builds those common capabilities necessary to respond to natural disasters, acts of terrorism, and other man-made disasters while also building the unique capabilities necessary to respond to specific types of incidents that pose the greatest risk to our Nation.

The National Preparedness Goal (NPG), first released in 2011 and updated in 2015, describes a capabilities-based vision for preparedness nationwide. The Goal identifies 32 core capabilities necessary to achieve that vision across five mission areas: Prevention, Protection, Mitigation, Response, and Recovery. The National Preparedness System (NPS) is the instrument the Nation uses to build, sustain, and deliver the 32 core capabilities identified in the Goal. Implementation of the NPS uses an approach to homeland security that supports building, sustaining, and delivering the core capabilities through six components: identifying and assessing the risks we face; estimating capability requirements to meet those risks; building and sustaining capabilities; planning to deliver capabilities; validating those capabilities through exercises and real-world incidents; and then reviewing and updating our capabilities and plans.

One of the key components of the NPS is the Threat and Hazard Identification and Risk Assessment (THIRA). The Threat and Hazard Identification and Risk Assessment (THIRA) is a 4 step common risk assessment process that helps the whole community – including individuals, businesses, faith-based organizations, nonprofit groups, schools and academia and all levels of government – understand its risks and estimate capability requirements. The THIRA process helps communities map their risks to the core capabilities, enabling them to determine desired outcomes after an incident, capability targets, and resources required to achieve their capability targets based upon the risks they face.

States and territories assess their current capability levels against those targets in their State Preparedness Reports (SPR). The Post-Katrina Emergency Management Reform Act of 2006 requires an SPR each year from any state or territory receiving Federal preparedness assistance administered by DHS. Jurisdictions use the results of the THIRA and SPR to determine state and territorial preparedness capability levels and gaps. States, tribes, territories, and the Federal Government use this information to help make programmatic decisions to build and sustain, plan for, and validate capabilities.

To address the components outlined in the NPS, FEMA implements numerous programs, including the REP Program, to increase the capabilities of state, local, tribal, and territorial responders prior to a real-world incident. These include the establishment of planning doctrine, grants, training, technical assistance, and exercise programs.

The Division accomplishes its mission by providing exercise guidance through Homeland Security Exercise and Evaluation Program doctrine and exercise planning, design, and delivery support to the Nation’s emergency management and homeland security communities through the National Exercise Program and other exercise programs. The Division’s exercise support coordinates efforts of local, state, territorial, tribal, federal, private sector, and non-governmental organization exercise programs and incorporates modeling, simulation, and other exercise tools to enhance realism and effectiveness of exercises.

Program Organization. The REP Program functions are managed by the Technological Hazards Division (THD) within the National Preparedness Directorate (NPD) of Protection and National Preparedness (PNP) at FEMA Headquarters in the Washington DC metro area. The REP Program is implemented through REP Branches in the following FEMA Regions:

Region I	Boston, MA
Region II	New York, NY
Region III	Philadelphia, PA
Region IV	Atlanta, GA
Region V	Chicago, IL
Region VI	Denton, TX
Region VII	Kansas City, MO
Region VIII	Denver, CO

Region IX Oakland, CA
Region X Bothell, WA

FEMA's Current REP Program Responsibilities include, but are not limited to:

- Review and evaluate state, local, and tribal emergency plans.
- Evaluation, through exercises, drills and other methods conducted by state and local governments to determine the success of implementing such plans in the event of an actual incident.
- Make findings and determinations on the adequacy of state, local, and tribal emergency planning and preparedness and submit them to the NRC in connection with the licensing of commercial nuclear power plants.
- Coordination and collaboration with the NRC pursuant to the current Memorandum of Understanding between the NRC and FEMA, including sharing of information, supporting the development of Doctrine, Regulations, Policies, and Guidance.
- Coordinate the activities of Federal agencies with responsibilities in the radiological emergency planning process.
- Inter-agency coordination, including the Federal Radiological Preparedness Coordinating Committee (FRPCC) and the Regional Assistance Committees (RACs).
- Provide policy and regulatory support in coordinating REP with other National Level Doctrine (i.e., the National Preparedness Goal and System, National Planning Frameworks, the core capabilities, Comprehensive Preparedness Guide (CPG) 201, the National Incident Management System (NIMS) and Incident Command System (ICS), the Homeland Security Exercise and Evaluation Program (HSEEP) and the Integrated Planning System).

Program Authorities and Basis in Regulations, Doctrine, Policies, and Guidance. All services provided by the contractor must fully comply with current Doctrine, Authorities, Regulations, Policies, and the REP Program's implementing Guidance included in, but not limited to, this document and

- a. National Preparedness Goal, September 2011
- b. National Preparedness System, November 2011
- c. National Preparedness Report, March 2014
- d. National Planning Frameworks:
Prevention, Protection, Mitigation, Response, Recovery
- e. Federal Interagency Operational Plans:
Mitigation, Response, Recovery
- f. Nuclear Radiological Incident Annex
- g. National Incident Management System, December 2008
- h. Post-Katrina Emergency Management Reform Act (Public Law 109-295)
- i. National Incident Management System, 2008
- j. Homeland Security Act of 2002 (Public Law 107-296)
- k. Homeland Security Exercise and Evaluation Program, 2013
- l. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) as amended

- n. 2014-2018 FEMA Strategic Plan
- o. AAR/IP, After Action Report/Improvement Plan, April 2013
- p. DHS National Preparedness Guidelines, September 2007
- q. Comprehensive Preparedness Guide (CPG) 201, Second Edition, August 2013
- r. 44 CFR 350, Title 44 of the Code of Federal Regulations, Part 350, Review and Approval of State and Local Radiological Emergency Plans and Preparedness, Final Rule, dated September 28, 1983
- s. 44 CFR 351, Title 44 of the Code of Federal Regulations, Part 351, Radiological Planning and Preparedness, Final Regulations, dated March 11, 1982.
- t. 44 CFR 352, Title 44 of the Code of Federal Regulations, Part 352, Commercial Nuclear Power Plants: Emergency Preparedness Planning, Final Rule, dated August 2, 1989.
- u. 44 CFR 354, Title 44 of the Code of Federal Regulations, Part 354, Fee for Services to Support FEMA's Offsite Radiological Emergency Preparedness Program, dated March 5, 2001.
- v. REP Program Manual: Radiological Emergency Preparedness, January 2016
- w. HSEEP Policy and Guidance – Preparedness Toolkit
- x. NRC/FEMA MOU, Memorandum of Understanding (MOU) Between NRC and FEMA Relating to Radiological Emergency Planning and Preparedness
- y. NUREG-0654/FEMA-REP-1, Revision 1, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants, dated October 1980.
- z. NUREG-0654/FEMA-REP-1, Revision 1, Supplement 1, Criteria for Utility Offsite Planning and Preparedness, September, 1988.
- aa. NUREG-0654/FEMA-REP-1, Revision 1, Supplement 2, Criteria for Emergency Planning in an Early Site Permit Application, April, 1996
- bb. NUREG-0654/FEMA-REP-1, Revision 1, Supplement 4, Criteria for National Preparedness Initiative Integration, Exercise Enhancement, and Backup Alert and Notification Systems, October 2011

Executive Order 12657, 53 FR 47513 (November 23, 1988) (amended by Executive Order 13286 (February 28, 2003)).

3.0 PURPOSE

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) seeks comprehensive contractor support, for professional and program management, for its Radiological Emergency Preparedness (REP) Program.

FEMA requires contractor services to assist with building core capabilities for all hazards in state and local communities, with special emphasis on radiological incidents in the vicinity of commercial nuclear power plants. Through the evaluation of plans, scheduled exercises and other activities, FEMA ensures that adequate state, local, and tribal emergency plans are in place and capable of implementation and that state and local government can deliver core capabilities to pre-determined targets and protect the health and safety of the public from an incident at the plant.

All services provided under the resultant task orders must be available under the respondent's OASIS GSA contract for Administrative Management and General Management Consulting Services. To achieve a total contract solution, OASIS contract holders may enter into contractor team arrangements (CTAs) and/or subcontract arrangements with other Federal Supply Schedules (FSS) vendors to provide the full scope of required services under FSS as permitted by the terms and conditions.

4.0 SCOPE

The contractor, as an independent service provider and not an agent of DHS/FEMA, shall supply all necessary personnel, supervision, facilities, equipment, and materials (except as otherwise stated herein) to provide the tasks described herein. Services provided ultimately contribute to DHS/FEMA’s statutory mandate to provide “reasonable assurance” of the adequacy of state, local, and tribal preparedness as set forth in Pub. L. No. 96-295, § 109 (June 30, 1980).

FEMA provides this determination for the approximately 60 commercial nuclear power plant sites currently in operation and set forth in Technical Exhibit A. It should be noted that the number of power plant sites in operation, as well as number of reactors, is likely to change over the period of performance. The number of large, commercial nuclear power plants has decreased in recent years and this trend towards decommissioning is likely to continue. However, new reactor technology, design, and configurations, such as Small Modular Reactors (SMRs), may require the same approach to preparedness and reasonable assurance.

FEMA requires contract support that is flexible, scalable, innovative, and reflective of the dynamic environments of emergency management and nuclear power industry. Support provided must be consistent with the latest National and FEMA doctrine and policy related to emergency management, including the National Preparedness System (NPS), Whole Community concepts, and the use of core capabilities. The effectiveness of contract support will be determined by the extent to which core capabilities are strengthened to target levels and reasonable assurance is objectively evaluated.

The scope of services to be provided includes a full range of professional and program management support services available under the vendor’s OASIS contract. These services include (but are not limited to):

Program management	<i>provide management and oversight</i>
Doctrine and policy issues	<i>provide technical subject matter expertise</i>
Plan review	<i>evaluate plans, provide guidance and assistance</i>
Exercises, drills, and preparedness activities	<i>coordinate, evaluate, and report performance</i>

5.0 APPLICABLE DOCUMENTS

Offeror should demonstrate knowledge of national policy, guidance, and doctrine. This policy, guidance, and doctrine include, but are not limited to, the following:

- a. National Preparedness Goal, September 2011
- b. National Preparedness System, November 2011
- c. National Preparedness Report, March 2014
- d. National Planning Frameworks:
Prevention, Protection, Mitigation, Response, Recovery
- e. Federal Interagency Operational Plans:
- f. Mitigation, Response, Recovery
- g. Nuclear Radiological Incident Annex
- h. National Incident Management System, December 2008
- i. Post-Katrina Emergency Management Reform Act (Public Law 109-295)
- j. National Incident Management System, 2008
- k. Homeland Security Act of 2002 (Public Law 107-296)
- l. Homeland Security Exercise and Evaluation Program, 2013

- m. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) as amended
- n. 2014-2018 FEMA Strategic Plan
- o. AAR/IP, After Action Report/Improvement Plan, April 2013
- p. DHS National Preparedness Guidelines, September 2007
- q. Comprehensive Preparedness Guide (CPG) 201, Second Edition, August 2013
- r. 44 CFR 350, Title 44 of the Code of Federal Regulations, Part 350, Review and Approval of State and Local Radiological Emergency Plans and Preparedness, Final Rule, dated September 28, 1983
- s. 44 CFR 351, Title 44 of the Code of Federal Regulations, Part 351, Radiological Planning and Preparedness, Final Regulations, dated March 11, 1982.
- t. 44 CFR 352, Title 44 of the Code of Federal Regulations, Part 352, Commercial Nuclear Power Plants: Emergency Preparedness Planning, Final Rule, dated August 2, 1989.
- u. 44 CFR 354, Title 44 of the Code of Federal Regulations, Part 354, Fee for Services to Support FEMA's Offsite Radiological Emergency Preparedness Program, dated March 5, 2001.
- v. REP Program Manual: Radiological Emergency Preparedness, January 2016
- w. HSEEP Policy and Guidance – Preparedness Toolkit
- x. NRC/FEMA MOU, Memorandum of Understanding (MOU) Between NRC and FEMA Relating to Radiological Emergency Planning and Preparedness
- y. NUREG-0654/FEMA-REP-1, Revision 1, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants, dated October 1980.
- z. NUREG-0654/FEMA-REP-1, Revision 1, Supplement 1, Criteria for Utility Offsite Planning and Preparedness, September, 1988.
- aa. NUREG-0654/FEMA-REP-1, Revision 1, Supplement 2, Criteria for Emergency Planning in an Early Site Permit Application, April, 1996
- bb. NUREG-0654/FEMA-REP-1, Revision 1, Supplement 4, Criteria for National Preparedness Initiative Integration, Exercise Enhancement, and Backup Alert and Notification Systems, October 2011
- cc. Executive Order 12657, 53 FR 47513 (November 23, 1988) (amended by Executive Order 13286 (February 28, 2003)).

6.0 OBJECTIVES

The Division is responsible for planning, designing, and delivering approximately 75 exercises per year of which approximately 30% would be supported through this procurement. Offeror shall provide subject matter expertise and assistance for a sub-set of Division supported or sponsored exercises and related activities.

Program Management Support. DHS/FEMA provides program management and technical support on state, local, and tribal planning and preparedness efforts. The contractor shall provide program management, and technical support for REP Program Management activities, including to:

Note: This specifically excludes any requirement for the contractor to make REP Program policy determinations, such as determining the content and application of regulations as prescribed in FAR 7.503(c)(5). Such determinations are considered inherently governmental functions and therefore outside the scope of this objective.

Develop strategic and innovative approaches to ensure community preparedness and determinations of reasonable assurance. Define and report on effectiveness of preparedness activities, scheduling, efficient and effective allocation of resources,

Produce effective, accurate, and cost-efficient REP quantitative program assessments of resource efficiency; support strategic REP planning; provide work group team support; provide analytics and performance measurement; provide performance-based budgeting including support for FEMA's process to Plan, Program, Budget, and Execute (PPBE) the REP Program, provide resource management and allocation support; conduct resource request analysis; integrate budget and performance data; provide REP Program document and content management; and assist with congressional reporting.

Provide subject matter expertise for expert testimony, REP training, and ad hoc meetings.

Support for inter-agency coordination and collaboration, e.g. NRC, FEMA National Response Coordinating Center (NRCC) / Regional Response Coordinating Center (RRCC) activities, the Federal Radiological Preparedness Coordinating Committee (FRPCC), etc. FEMA provides technical guidance to State and local governments in support of the planning elements in NUREG-0654/FEMA-REP-1, Rev. 1 on state, local and tribal radiological emergency preparedness issues. This guidance often requires interagency coordination and may be issued and published under the auspices of the FRPCC.

Doctrine and Policy. Provide technical subject matter expertise. FEMA requires contractor support in its development of doctrine, policy, and guidance for coordinating the current REP Exercise Program with relevant aspects of the NEP, including the HSEEP. Contractor duties for this policy coordination include, but are not limited to, the following:

Doctrine and Policy Analysis and Development. Assist the REP Program in analyzing existing REP Program and NEP/HSEEP policy; developing policy recommendations; preparing draft program policy documents; and/or changing existing documents. Preparing and proving final revisions to policies and regulations shall be performed only by Government personnel.

Meetings and Working Groups. Provide meeting support and facilitation services for FEMA meetings (internal and external), working groups, and stakeholder gatherings. This includes preparing agendas, presentations, meeting summaries, and other meeting documents as assigned by the COR. The REP Program may also request that the contractor provide experienced meeting facilitators to guide group discussions.

REP Program Efforts to Develop and Revise Training and Exercise Materials. Assist FEMA in revising or developing training and exercise materials associated with any REP Program revisions. This may include training and exercise materials intended for FEMA staff, FEMA contractors, and State, local, and/or private sector participants in the REP Program.

Training and Exercises Delivery. Assist FEMA in delivering training that promotes coordination with the NEP (and HSEEP). Training delivery may include computer-based training, web-based training, and/or traditional classroom training. Assist FEMA in developing and delivering a series of graduated exercises such as seminars, workshops, tabletops, and functional exercises that assist in implementing any HSEEP-associated policy changes into full-scale REP exercises.

Exercise Lessons Learned and Corrective Action Program. Assist FEMA in implementing changes which promote consistency with and sharing of lessons learned.

Program Evaluation and Improvement. Assist FEMA in assessing the effectiveness of program changes implemented to promote consistency with the NEP.

Plan Review. Evaluate plans, provide guidance and assistance. Pursuant to 44 CFR Parts 350 or 352, FEMA is responsible for the review of both draft plans and formal submissions of plans and preparedness from the Governors of affected States or the utilities. The review of formal submissions of plans and preparedness under 44 CFR Parts 350 or 352 results in a formal FEMA finding on the adequacy of the plans and preparedness, which FEMA then submits to the NRC. If draft plans are reviewed, comments on the draft plans are returned to the State or utility for consideration and incorporation into subsequent plan revisions.

The contractor shall provide support to the FEMA Regional Offices and Headquarters in the review and evaluation of state, local and tribal radiological emergency plans submitted for formal or informal review under 44 CFR Parts 350 or 352, or submitted for review by a utility (from NRC), for requested and required plan reviews. Contractor duties for plan review include (but are not limited to):

Review state, local and tribal radiological emergency preparedness plans, implementing procedures, standard operating procedures, and other related planning materials against appropriate FEMA and NRC guidance documents, rules, policies, and standards.

Preparation of technical assistance reviews, critiques, or other documentation to support the formal and informal plan reviews. The contractor shall deliver final or draft technical assistance reviews, critiques, analyses, and reports to the COR.

Compilation of documentation to support findings, determinations, and conclusions regarding the formal, informal, or utility plan reviews.

Assist in resolving problems and making recommendations regarding formal, informal, or utility plan reviews.

The contractor may support FEMA with work associated with state, local and tribal, radiological emergency plan reviews related to new reactor license applications, including but not limited to, Advanced Reactors and Small Modular Reactors. The REP Program will be expected to conduct state, local and tribal emergency preparedness reviews, prepare documents that will be contained in the NRC’s Safety Evaluation Reports, deliver expert witness testimony if necessary, and provide the NRC with a reasonable assurance finding for each of these applications.

Exercises, Drills, and Preparedness Activities. Coordinate, evaluate, and report performance. FEMA is responsible for the evaluation of approximately 30 exercises of state, local, and tribal emergency preparedness plans annually and an additional 5 to 10 remedial drills or exercises which become necessary due to deficiencies identified in the exercises. These exercises generally run from 2 to 7 days. In addition, approximately 40 to 60 medical, rehearsal, unannounced, host community/reception center and off-hours drills are evaluated per year.

FEMA requires contractor support to prepare for the exercises and drills (pre-exercise support), evaluate and conduct exercises, and implement and report exercise findings (post exercise support).

Listing of projected exercises for CY-17 to CY-18:

Site	Week of	Site	Week of
Turkey Point	February 21, 2017	St Lucie	February 20, 2018
Palo Verde	March 6, 2017	Braidwood	March 5, 2018

Grand Gulf	March 27, 2017	Millstone	March 19, 2018
Three Mile Island	April 10, 2017	Columbia	March 26, 2018
Dresden	April 17, 2017	Seabrook	April 5, 2018
Callaway	April 24, 2017	Peach Bottom	April 23, 2018
Harris	April 24, 2017	Palisades	April 23, 2018
Davis Besse	May 1, 2017	Duane Arnold	May 14, 2018
Robinson	May 8, 2017	Vogtle	May 14, 2018
DC Cook	May 22, 2017	Salem/Hope Creek	May 21, 2018
Browns Ferry	June 28, 2017	Catawba	June 4, 2018
Surry	July 24, 2017	Beaver Valley	June 11, 2018
Byron	July 24, 2017	South Texas	June 11, 2018
McGuire	August 8, 2017	Prairie Island	July 16, 2018
Comanche Peak	August 14, 2017	Arkansas	July 16, 2016
Monticello	August 28, 2017	North Anna	July 23, 2018
Calvert Cliffs	September 11, 2017	Cooper	July 31, 2018
Point Beach	September 18, 2017	Brunswick	July 31, 2018
Oyster Creek	September 25, 2017	LaSalle	August 6, 2018
Ft Calhoun	October 16, 2017	Oconee	August 14, 2018
Hatch	October 16, 2017	Sequoyah	September 17, 2018
Nine Mile Point	October 23, 2017	Perry	September 17, 2018
Clinton	October 30, 2017	Indian Point	September 24, 2018
Summer	October 30, 2017	Diablo Canyon	October 22, 2018
Wolf Creek	November 13, 2017	Fermi	October 31, 2018
Limerick	November 13, 2017	Farley	October 31, 2018
Watts Bar	November 13, 2017	Pilgrim	November 6, 2018
Waterford	December 4, 2017	Quad Cities	December 3, 2018

Pre-exercise Support. Contractor duties for pre-exercise support include (but are not limited to):

Review the state, local and tribal, radiological emergency plans, implementing procedures, standard operating procedures, other related planning materials, core capabilities and associated targets that will be demonstrated during the exercise.

Review of exercise scenarios for both plume and ingestion pathway exercises (including examining the data on the source term with regard to the demonstration of the exercise objectives and EPA Protection Action Guides (PAGs), verifying the scenario is internally consistent, examining plans and procedures to determine if source term is compatible, and assisting with scenario modifications).

Exercise pre-brief including review of assigned exercise packet which includes detailed sequence of events and extent of play. Pre-brief packets shall be mailed in advance by the contractor or given a day in advance of the scheduled exercise.

Exercise and drill evaluation and completion of exercise evaluation modules and other evaluation materials as assigned.

Exercise Conduct and Evaluation Support. Contractor duties for exercise conduct and evaluation support include (but are not limited to):

Provide exercise evaluators. The contractor shall provide personnel to assist FEMA with the conduct and evaluation of state, local and tribal REP exercises, remedial exercises, and drills. The contractor shall maintain a sufficient pool of qualified evaluators to supplement Federal, State, local, and tribal Government provided evaluators to successfully evaluate state, local and tribal REP exercises, remedial exercises, and drills for any commercial nuclear power plant within the United States. The exact number of contractor provided evaluators and necessary evaluator qualifications (i.e., areas of technical expertise) required for each exercise will vary depending on the size and scope of the event and the availability of FEMA, State, and county evaluators. Contractor evaluators shall have an appropriate range of technical expertise to ensure that staffing requirements for exercises and drills can be met at any given time with multiple concurrent full scale exercises, drills, and out of sequence exercises. In addition, FEMA regions have a need for consistency of evaluators that are familiar with regions specific issues.

The Contractor shall ensure that all contractor personnel are trained in the use of, and capable of properly interpreting and applying, all current FEMA documents and guidance materials during exercises including, but not limited to, the National Level Doctrine cited in this document and required training cited in Section 8.0. The contractor shall manage and supervise all of its evaluators when assigned to an exercise.

Full scale REP exercises may require up to 50 or more contractor evaluators to supplement the shortfall of available Federal and other State and local provided evaluators. Smaller-scale REP drills (medical, out of sequence, rehearsal, etc.) usually require between 1-10 contractor evaluators. Concurrent exercises (in separate FEMA Regions) are anticipated. The contractor shall be prepared to allow for changes to staffing levels up to 24 hours prior to commencement of an exercise or drill.

Exercise Conduct Support. The contractor shall provide all necessary exercise conduct support including (but not limited to) distribution of REP exercise materials, archiving and compilation of REP data, administrative support for preparation of REP reports (both on-site and state, local and tribal) and limited document reproduction.

Post-Exercise Support. Contractor duties for post-exercise support include (but are not limited to):

Post-exercise activities including report and narrative preparation and participation in exit interviews, debriefings, and public meetings.

Preparation of exercise findings. This includes providing draft exercise reports, sections of draft exercise reports, critique sheets, exercise narratives, and other related post exercise material.

Resolution of exercise or drill related problems.

Evaluation of remedial, medical, rehearsal, unannounced, and other required drills necessary to support the REP Program.

Maintain current copies of REP plans for the Regions under its responsibility.

Technical Exhibit E provides a copy of the After Action Report and Improvement Plan. This document describes the structured format to be used in preparing REP Program biennial exercise reports, the

contents of each section of the report, and basic guidance on the preparation of REP Program exercise reports. Hard copies and/or electronic versions of all task order submissions may be required.

REP Program Efforts to Develop and Revise Training and Exercise Materials. Assist FEMA in revising or developing training and exercise materials associated with any REP Program revisions. This will include coordination and alignment of REP exercise policy with National Exercise Division (NED) and other agency exercise policy and doctrine, including HSEEP. This may include work on training and exercise materials intended for FEMA staff, FEMA contractors, and State, local, and/or private sector participants in the REP Program.

- **Training and Exercises Delivery.** Assist FEMA in delivering training that promotes coordination with the NEP (and HSEEP) and coordination with National and agency exercise policy and doctrine. Training delivery may include computer-based training, web-based training, and/or traditional classroom training. Assist FEMA in developing and delivering a series of graduated exercises such as seminars, workshops, tabletops, and functional exercises that assist in implementing any HSEEP-associated policy changes into full-scale REP exercises.
- **Exercise Lessons Learned and Corrective Action Program.** Assist FEMA in implementing changes which promote consistency with and sharing of lessons learned.

Program Management

The Offeror shall:

- Conduct program management of all tasks and activities throughout the period of performance of this contract

7.0 REQUIRED TRAINING

Course Number	Course Name	Applicability
IS-3	Radiological Emergency Management	All personnel
IS-235	Emergency Planning	All Personnel
IS-18	Equal Employment Opportunity	All Personnel
IS-33	Ethics Training	All Personnel
IS-35	Safety Orientation	All Personnel
IS -100	Introduction to Incident Command System	All Personnel
IS-106	Workplace Violence Awareness	All Personnel
IS-107	FEMA Travel Rules and Regulations	All Personnel
IS-200	ICS for Single Resources	All Personnel
IS-230	Fundamentals of Emergency Management	All Personnel
IS-331	Introduction to Radiological Emergency Preparedness	All Personnel
IS-700	National Incident Management System	All Personnel
IS-800	National Response Framework	All Personnel

E/L-339	FEMA REP Core Concepts Course	<ul style="list-style-type: none"> • Supervisory and/or Lead Evaluator • Technical Evaluator • Non-technical Evaluator • Subject Matter Expert (REP Plan Reviewer)
E/L-340	FEMA REP Plan Review Course	<ul style="list-style-type: none"> • Supervisory and/or Lead Evaluator • Technical Evaluator • Non-Technical Evaluator • Subject Matter Expert (REP Plan Reviewer) • Subject Matter Expert (Health Physics)
E/L-304	FEMA REP Evaluator Course	<ul style="list-style-type: none"> • Supervisory and/or Lead Evaluator • Technical Evaluator • Non-Technical Evaluator • Subject Matter Expert (REP Plan Reviewer) • Subject Matter Expert (Health Physics)
L/K-0146	Homeland Security Exercise Evaluation Program (HSEEP): Basic Course	<ul style="list-style-type: none"> • Supervisory and/or Lead Evaluator • Technical Evaluator • Non-Technical Evaluator • Subject Matter Expert (REP Plan Reviewer) • Subject Matter Expert (Health Physics) • Subject Matter Expert (HSEEP)

8.0 ADMINISTRATION AND DELIVERABLES

Oversight

Offeror shall work closely and coordinate at all times with designated representatives from the Division, including other vendors and support team members.

Post-Award Kick-Off Meeting: Offeror shall participate in an official kick-off meeting to ensure a clear understanding of roles and responsibilities, reporting structure, expectations, priorities, and strategies and their effect on timelines and deliverables required by this Performance Work Statement. This meeting shall be conducted within 10 business days of award.

Task Order Work Plan: Offeror shall submit a work plan to the Contract Program Manager and Contracting Officer's Representative. This work plan shall address performance expectations (schedule, deliverables, and acceptance criteria) as discussed at the kick-off meeting. An acceptable work plan: 1) addresses in detail milestones, associated tasks, personnel, equipment or other resources, services, products, and other appropriate deliverables; 2) provides a strategy for continuous project monitoring and periodic review and evaluation of progress, quality, accuracy, and risks, along with associated strategies to mitigate project risks; and, 3) provides a task order staffing plan and organization structure to include position functions, duties, and responsibilities. The task order work plan shall be reviewed and approved by the Contract Program Manager and Contracting Officer's Representative prior to the commencement of any work. Modifications to task order work plan may be made, as necessary, upon justification to and approval of the Contract Program Manager or their designee, and the Contracting Officer's Representative. Offeror shall actively monitor and maintain the task order work plan consistent with Division program management procedures. Offeror will confirm no changes required or submit approved revised work plans to the Division's Contract Program Manager, Contracting Officer's Representative, and Program Management Officer monthly.

Task Order Work Plan Maintenance: Offeror shall actively monitor and maintain an aggregated report of all task order work plans resourced in support of exercise or other program activities.

Reports of Tasks and Accomplishments: Offeror shall provide reports of tasks and accomplishments on a periodic basis as determined by the Contract Program Manager.

Monthly In-Progress Reviews: Offeror shall conduct in-progress reviews monthly. The focus of these reviews shall be on identifying cost and schedule variances, issues and constraints affecting cost, schedule, and completion of tasks or deliverables as well as risks and risk mitigation strategies.

Transition-Out Plan: The Transition-Out Plan shall describe how the contractor proposes to transition tasks and materials to the Government or a new contractor.

9.0 GENERAL DELIVERABLE REQUIREMENTS AND ACCEPTANCE CRITERIA

Final copies of deliverables are required following government review and comment period of draft deliverables. General acceptance criteria for work products under this Performance Work Statement are described below:

- a. Accuracy – Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- b. Clarity – Work products shall be clear and concise. Any/all diagrams shall be easy to understand and relevant to supporting narrative.
- c. Consistency to Requirements – All work products must satisfy applicable requirements of this Performance Work Statement.
- d. Format – Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon by the Contract Program Manager prior to submission. Hard copy formats shall follow any specified directives or manuals.
- e. Timeliness – Work products shall be submitted on or before the due date specified in this Performance Work Statement or submitted in accordance with a later scheduled date determined by the Contracting Officer's Representative through consultation with the Contract Program Manager.

All work products must satisfy requirements and be submitted by the due dates specified in the delivery tables on the tasks assigned under this award.

- a. Offeror shall assist with preparing progress reports, briefings, and other informational documents and presentations to senior Agency management.
- b. Offeror shall provide deliverables to the Contracting Officer's Representative in the original, editable form unless otherwise stipulated by the Contracting Officer's Representative or Contract Project Manager. Offeror shall not publish or otherwise release, use, or disclose any work product generated under this Performance Work Statement without the express authorization of the Contracting Officer..
- c. Offeror shall comply with the Paperwork Reduction Act of 1995.
- d. Unless otherwise specified, Offeror must be able to provide documents in electronic Microsoft 2010 applications and hard copy formats. For deliverables, Offeror shall ensure that all reports are written in clear, concise English without typographical or grammatical errors. Offeror shall meet all of the report writing guidelines in the United States Government Printing Office Style Manual and the FEMA Style Guide, as appropriate.
- e. Any/all electronic and information technology procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.section508.gov>.

10.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Select personnel may be provided with laptop computers and network access (“logical systems access”) to ensure work can be accomplished effectively and efficiently. Offeror access to government logical systems and networks will be determined by the Contracting Officer's Representative in consultation with the Contract Program Manager. Access will be assigned in accordance with current Agency directives, policies and procedures.

10.0 PERIOD OF PERFORMANCE

The effective date for this task order will be the date of award through 12 months plus 4 12 month option periods.

12.0 KEY PERSONNEL

Offeror shall assign key personnel for the duration of the task order period of performance and provide résumés for these personnel. Key personnel shall include, but not be limited to the project manager and senior technical personnel, who will be essential to completing work assigned. All requests for key personnel changes shall be submitted in writing to the Contracting Officer's Representative and the Contracting Officer as soon as they are known, prior to making any change in key personnel. The request shall provide a detailed explanation of circumstances necessitating proposed key personnel substitution and demonstrate the new key personnel's qualifications, experience, and ability to adapt to new emerging requirements. Offeror shall submit a complete resume for proposed new key personnel, any changes to the rate specified in the order (as applicable) and any other information requested by the Contracting Officer's Representative needed to approve or disapprove proposed key personnel changes. Any changes in key personnel shall require the Contracting Officer to issue a Task Order modification to the Key Personnel clause.

Any personnel the Offeror offers as substitutes shall possess, at a minimum, experience qualifications and capabilities for meeting requirements equal to personnel being replaced. The Contracting Officer's

Representative shall be alerted to personnel substitutions as soon as they are known to allow sufficient time for security requirements to be met.

The Contracting Officer's Representative will provide technical direction to the Offeror for all tasks. The Contracting Officer's Representative will be responsible for receiving and recommending approval for task deliverables and providing direction to the Offeror on the clarification of the work to be performed under the task.

13.0 TRAVEL

Personnel may be requested to travel throughout the United States and its territories to support specific exercise activities. When authorized as part of the scope of work on this contract, within contract ceiling and when approved by the Contracting Officer's Representative, travel expenses incurred in performance of this contract shall be reimbursed as allowed by the Federal Travel Regulations in effect at the time of travel. Transportation costs shall not be reimbursed in excess of coach class commercially scheduled air or ground transportation by the most expeditious route. The cost of all travel by the Offeror in connection with the services to be performed under this contract shall be agreed to by the Offeror and Contracting Officer's Representative. Travel shall not exceed the amount on the task order. The government will not approve travel status within 50 miles of the established place of performance.

14.0 SECURITY

All personnel are required to complete the Agency security process and must be cleared and badged by Agency security prior to beginning work on task order issued under this task order. Offeror must complete e-QIP packages for key personnel and other identified staff within 2 weeks of award. All Offeror personnel must complete Agency Computer Security Training immediately upon attaining access to Agency Automated Information Systems (AIS) and logical systems. Offeror personnel shall not access Agency facilities (except through visitor entry to Agency facilities) to attend Orientation/Kick-Off meetings) or AIS until these processes are complete. Any deviation from policy may result in immediate removal from this task order and loss of consideration for hiring on future efforts. It is the Offeror's responsibility that all Offeror personnel meet security, access, and badge requirements at all times.

Offeror shall report to the FEMA Security Office any and all adverse information brought to their attention concerning employees performing under this contract. The report shall include the employee's name and social security number, along with the adverse information being reported. Termination of employment of an employee does not obviate the requirement to submit this report. Reports based on rumor or innuendo shall not be submitted to the DHS Security Office.

Release of Information: All information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the Contracting Officer. Offeror shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

Offeror is responsible for reporting to the Contracting Officer's Representative all immediate or pending separations of Offeror staff when such separations are identified. Federal access badges, government furnished equipment, and miscellaneous properties and documents pursuant to this business agreement must be immediately returned to the Contracting Officer's Representative.

Quality Assurance Surveillance Plan (QASP)

A Quality Assurance Surveillance Plan (QASP) describes how an agency will survey, observe, test, sample, evaluate and document the contractor's performance in meeting the critical performance standards identified in the contract. The QASP and the performance requirements should be developed concurrently because of their influence on one another. In developing the QASP, the agency should consider the criticality of the process and its output; how performance should be monitored, and how frequently; and the cost to the agency to monitor each standard/acquisition quality level (AQL). Types of monitoring include: 100% inspection, periodic inspection, and customer feedback (see FAR 46.401).

1. CONTRACT SERVICES TITLE: Radiological Emergency Preparedness Program (REPP) exercise staffing, policy, training and exercise support.

2. WORK REQUIREMENTS: In accordance with the PWS Tasks, and specifically the Performance Requirement Summary (PRS-Attached) the requirements to be monitored under this contract involve support to Section 4 Tasks & Definitions.

3. PRIMARY METHOD OF SURVEILLANCE:

- 100 % inspection of work deliverables as contained in the PWS as addressed in the PRS.

The PRS is organized as follows:

- a) Column 1 - Performance Requirement (PR) lists the PR that the government will monitor. The absence of any contract requirement from the QASP/PRS shall not detract from its enforceability nor limit the rights or remedies of the Government under any other provisions of the task order.
- b) Column 2 – Standard. Defines each specific area to be monitored.
- c) Column 3 – Performance Requirement. Defines standard that must be met.
- d) Column 4 - Method of Surveillance. Sets forth the surveillance methods the Government will use to evaluate the contractor's performance for the listed tasks.
- e) Column 5 - Performance/Calculation. Sets forth the performance evaluation area calculations that will be applied for noncompliance with the standard.

4. SCOPE OF PERFORMANCE:

Task	Due Date/Frequency	Distribution
Monthly Progress Reports	15 calendar days after the end of each month	COR, CO
Capital Projects Reports	15 calendar days after the end of each month	COR, CO, REPP Branch Chief, REPP staff
Miscellaneous/Ad-Hoc Reports	To be coordinated by COR and Contractor	COR
Contract Kick-Off Meeting	15 calendar days after contract award	COR, CO copy of the transmittal cover letter
Periodic Meetings and IPRs	As deemed necessary by COR	COR
Progress Calls	Weekly	COR, REPP, REPP Branch Chief, REPP staff as required
Portal Project Calls	Weekly	COR, REPP Project Officer, REPP staff as required

PWS Task	Title	Due
Benchmark 1. Quality of Product or Service	QAL	See PWS for Benchmark/task
Benchmark 2. Schedule	SCH	See PWS for Benchmark/task
Benchmark 3: Cost Control	COS	See PWS for Benchmark/task
Benchmark 4: Business Relations	BUS	See PWS for Benchmark/task

Benchmark 5: Management of Key Personnel	MAN	See PWS for Benchmark/task
Benchmark 6: Utilization of Small Business	SM-BIZ	See PWS for Benchmark/task
Benchmark 7: Qualified Evaluator Staff	QL EVAL STAFF	See PWS for Benchmark/task
Benchmark 8: Qualified Management Staff	QL MGT STAFF	See PWS for Benchmark/task
Benchmark 9: In-House Training Program	IHT	See PWS for Benchmark/task
Benchmark 10: Work Order Management	WOM	See PWS for Benchmark/task
Benchmark 11: Policy Support	PS	See PWS for Benchmark/task
Benchmark 12: Exercise Support	ES	See PWS for Benchmark/task
Benchmark 13: Training Support	TS	See PWS for Benchmark/task

Quick Response Tasks: All Benchmarks	Quick Response Tasks	As delineated by COR and accepted by Contractor per QRT
--	----------------------	---

5. PERFORMANCE STANDARDS

- Please refer to PRS

6. ACCEPTABLE QUALITY LEVEL:

- Please refer to PRS

7. EVALUATION METHOD:

- Please refer to PRS and # 3 above.

8. INCENTIVES

The following incentives apply:

- If customer surveillance indicates non-compliance with performance standards as contained in the PRS, the sub-standard performance may be reflected in the contractor's past performance. Contractor will receive monthly report card of status from COR which ties into CPARs rating.

PERFORMANCE REQUIREMENTS SUMMARY

Integrated Support to REPP

Performance Area	Standard	Performance Requirement	Surveillance Method	Performance Deduction
Timeliness	Specific work products/services that involve deliverables as contained in the PWS	All specified work products/services that require timely submission of deliverable documents shall be completed as scheduled except where circumstances beyond the Contractor's control as validated and verified by the COR preclude work. In those cases the Contractor may be granted a delay not to exceed the number of days that they were unable to act due to those circumstances. Delays in submitting the final deliverable of more than three business days shall be determined as not meeting the requirement.	100% inspection 5-10% surveillance method on exercises by COR. Period: In accordance with "deliverables and Milestones" for each task.	2 or more late submittals within the same monthly invoice period will result in possible negative reflections on the contractor's past performance ratings.

Performance Area	Standard	Performance Requirement	Surveillance Method	Performance Deduction
Timeliness and Quality	Quality of exercise products and reports – 62 sites and 124 support sites	<p>Satisfactory or better rating from Regional exercise co-directors FEMA on performance evaluation. Areas rated are</p> <ol style="list-style-type: none"> 1. Quality of Product or Service 2. Schedule 3. Cost Control 4. Business Relations 5. Management of Key Personnel 6. Utilization of Small Business 7. Qualified Evaluator Staff 8. Qualified Management Staff 9. In-House Training Program 10. Work Order Management 11. Policy Support 12. Exercise Support 13. Training Support <p>Scale is Unsatisfactory, Marginal, Satisfactory, Very good, Excellent</p>	<p>Customer feedback</p> <p>Period: Following completion of each exercise. Site Specialist or Regional Coordinator are asked to respond within 30 days after the exercise to the REPP Exercise Program Manager.</p>	Unsatisfactory or marginal performance ratings will result in possible negative reflections on the contractor's past performance ratings.

OPTION YEAR 1							
Labor Category	Proposed Category	RFP Hours	Proposed Hours	Proposed Rate	C or G Rate	Total	
Consultant I	(b)(4)						
Consultant II							
Consultant III							
Consultant IV							
Consultant V							
Consultant VI							
Project Support I							
Project Support II							
Project Support III							
Analyst							
Associate							
Senior Associate							
Senior Consultant							
Principal Consultant I							
Principal Consultant II							
Principal Consultant							
SME I							
SME II							
SME III							
TRAVEL ODC							
Total Amount		(b)(4)					
CAF							
TOTAL with CAF		\$	4,166,448.69				

OPTION YEAR 3						
Labor Category	(b)(4)					
Consultant I						
Consultant II						
Consultant III						
Consultant IV						
Consultant V						
Consultant VI						
Project Support I						
Project Support II						
Project Support III						
Analyst						
Associate						
Senior Associate						
Senior Consultant						
Principal Consultant I						
Principal Consultant II						
Principal Consultant						
SME I						
SME II						
SME III						
TRAVEL ODC						
Total Amount		(b)(4)				
CAF						
TOTAL with CAF		\$	4,296,155.73			

OPTION YEAR 4												
Labor Category	(b)(4)											
Consultant I												
Consultant II												
Consultant III												
Consultant IV												
Consultant V												
Consultant VI												
Project Support I												
Project Support II												
Project Support III												
Analyst												
Associate												
Senior Associate												
Senior Consultant												
Principal Consultant I												
Principal Consultant II												
Principal Consultant												
SME I												
SME II												
SME III												
TRAVEL ODC												
Total Amount							(b)(4)					
CAF												
TOTAL with CAF	\$	4,363,477.56										