

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 36	
2. CONTRACT NO. (Proc Inst Ident) HSFE20-15-C-0001		3. EFFECTIVE DATE 11-01-2014		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. X506691Y		
5. ISSUED BY CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		6. ADMINISTERED BY (If other than Item 5) CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727				
7. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908 DUNS: 1059589593 DUNS+4:				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A		
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM G.2 INVOICE INSTRUCTIONS
11. SHIP TO/MARK FOR CODE Department of Homeland Security/FEMA Center for Domestic Preparedness (CDP) ATTN: FOSS COR 40 Twill Lane Anniston AL 36205		12. PAYMENT WILL BE MADE BY FEMA Finance Center P.O. Box 9001 Winchester VA 22604 PHONE: FAX:				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Section B.2 COST/PRICE SCHEDULE		
15A. ITEM NO	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	CDP FACILITY OPERATIONS AND SUPPORT SERVICES See Section B.2 COST/PRICE SCHEDULE					
15G. TOTAL AMOUNT OF CONTRACT						\$2,021,956.98
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE						
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to Issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)		
19A. NAME AND TITLE OF SIGNER (Type or print) HENRY PERRY				20A. NAME OF CONTRACTING OFFICER Gary P. Topper Contracting Officer		
19B. NAME OF CONTRACTOR BY Henry Perry (Signature of person authorized to sign)		19C. DATE SIGNED 10/30/14		20B. UNITED STATES OF AMERICA BY Gary P. Topper (Signature of Contracting Officer)		20C. DATE SIGNED 10/30/2014

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

The Contractor shall furnish all supervision, personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services as described in the attached Performance Work Statement (PWS), Facilities Operations and Support Services for the Center for Domestic Preparedness.

B.2 COST/PRICE SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	(b)(4) LOT Facility Operations and Support Services FFP Phase-In Period (11/1/2014 - 11/30/2014) FUNDING/REQ NO: 1:			(b)(4) \$ (b)(4)	(b)(4) X506691Y
0002	(b)(4) LOT Other Direct Costs CR - Not to Exceed Phase-In Period (11/1/2014 - 11/30/2014) FUNDING/REQ NO: 1:			(b)(4) (b)(4)	(b)(4) X506691Y
0003	(b)(4) Facility Operations and Support Services FFP Base Period (12/1/2014 - 7/31/2015) FUNDING/REQ NO: 1:			(b)(4) (b)(4)	(b)(4) X506691Y
0004	(b)(4) LOT Other Direct Costs CR - Not to Exceed Base Period (12/1/2014 - 7/31/2015) FUNDING/REQ NO: 1:			(b)(4) (b)(4)	(b)(4) X506691Y
0005	(b)(4) LOT Overtime - Emergency Response CR - Not to Exceed Base Period (12/1/2014 - 7/31/2015) FUNDING/REQ NO: 1:			(b)(4) (b)(4)	(b)(4) X506691Y
0006	(b)(4) LOT Overtime - Project Orders CR - Not to Exceed Base Period (12/1/2014 - 7/31/2015) Total CLIN Value = (b)(4) FUNDING/REQ NO: 1:			(b)(4) (b)(4)	(b)(4) X506691Y

GRAND TOTAL --- \$2,021,956.98
=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION

REQUISITION NUMBER

AMOUNT

1 2014-SL-B512-P261--2580-D

X506691Y

P \$2,021,956.98

CLIN	Price/Cost Type	Description	Funding Basis	Unit	Quantity	Unit Price	Total Price/Cost
PHASE-IN TRANSITION (1 Month) (11/01/2014 to 11/30/2014)							
0001	FFP	Facilities Operations and Support Services	Fully Funded	Lot	(b)(4)		(b)(4)
0002	CR (NOT TO EXCEED)	Other Direct Costs	Incrementally funded as needed	Lot			
TOTAL FIRM FIXED PRICE FOR PHASE-IN							\$5,815.00
BASE PERIOD (8 MONTHS) (12/01/2014 to 07/31/2015)							
0003	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)		(b)(4)
0004	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot			
0005	CR (NOT TO EXCEED)	Overtime (Emergency Response – See SOW 1.12.7)	Incrementally funded as needed	Lot			
0006	CR (NOT TO EXCEED)	Overtime (Project Orders – See SOW 2.1)	Incrementally funded as needed	Lot			
TOTAL FIRM FIXED PRICE FOR BASE PERIOD							\$2,055,413.00
OPTION PERIOD 1 (12 MONTHS) (08/01/2015 to 07/31/2016)							
1001	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)		
1002	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot			
1003	CR (NOT TO EXCEED)	Overtime (Emergency Response – See SOW 1.12.7)	Incrementally funded as needed	Lot			
1004	CR (NOT TO EXCEED)	Overtime (Project Orders - See SOW 2.1)	Incrementally funded as needed	Lot			
TOTAL FIRM FIXED PRICE FOR OPTION 1							\$3,144,165.00
OPTION PERIOD 2 (12 MONTHS) (08/01/2016 to 07/31/2017)							

2001	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)
2002	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot	
2003	CR (NOT TO EXCEED)	Overtime (Emergency Response – See SOW 1.12.7)	Incrementally funded as needed	Lot	
2004	CR (NOT TO EXCEED)	Overtime (Project Orders - See SOW 2.1)	Incrementally funded as needed	Lot	
TOTAL FIRM FIXED PRICE FOR OPTION 2					(b)(4)
OPTION PERIOD 3 (12 MONTHS) (08/01/2017 to 07/31/2018)					
3001	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)
3002	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot	
3003	CR (NOT TO EXCEED)	Overtime (Emergency Response -See SOW 1.12.7)	Incrementally funded as needed	Lot	
3004	CR (NOT TO EXCEED)	Overtime – (Project Orders - See SOW 2.1)	Incrementally funded as needed	Lot	
TOTAL FIRM FIXED PRICE FOR OPTION 3					(b)(4)
OPTION PERIOD 4 (12 MONTHS) (08/01/2018 to 07/31/2019)					
4001	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)
4002	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot	
4003	CR (NOT TO EXCEED)	Overtime (Emergency Response -See SOW 1.12.7)	Incrementally funded as needed	Lot	
4004	CR (NOT TO EXCEED)	Overtime – (Project Orders - See SOW 2.1)	Incrementally funded as needed	Lot	
TOTAL FIRM FIXED PRICE FOR OPTION 4					(b)(4)
OPTION PERIOD 5 (3 MONTHS) (08/01/2019 to 10/31/2019)					
5001	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)
5002	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot	
5003	CR (NOT TO EXCEED)	Overtime (Emergency Response -See SOW	Incrementally funded as needed	Lot	

		1.12.7)					
5004	CR (NOT TO EXCEED)	Overtime – (Project Orders - See SOW 2.1)	Incrementally funded as needed	Lot	(b)(4)		
	TOTAL FIRM FIXED PRICE FOR OPTION 5						
	TOTAL FIRM FIXED PRICE FOR PHASE-IN, BASE PERIOD, and OPTIONS 1-5.						\$15,999,198.00

B.3 G&A RATE, HANDLING FEE, OR MARK-UP FOR OTHER DIRECT COSTS

CLINs 0002, 0004, 0005, 0006, 1002, 1003, 1004, 2002, 2003, 2004, 3002, 3003, 3004, 4002, 4003, and 4004 in B.2 COST/PRICE SCHEDULE are not-to-exceed reimbursable CLINs specified by the Government. The Contractor proposed allowable rate for General and Administrative (G&A), Handling Fee, or Mark-up on ODC's is specified in the Table below. This will be the allowable rate for ODC's under the contract. The period(s) for which such rates will be established shall correspond to the contractor's fiscal year(s).

G&A Rate/Handling Fee/Mark-up	Contractor's Fiscal Year
12.5%	FY2014
12.5%	FY2015
12.5%	FY2016
12.5%	FY2017
12.5%	FY2018
12.5%	FY2019

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Performance Work Statement is provided under Attachment A of Section J of Part III.

SECTION D - PACKAGING AND MARKING

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

Any shipments shall be addressed to:

Center for Domestic Preparedness
40 Twill Lane
Anniston, AL 36205
Mark For: Contract #: HSFE20-15-C-0001

All shipments shall be made in accordance with FAR 52.247-34 F.O.B Destination.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be by the Contracting Officer or his/her duly authorized representative using email correspondence for approval/acceptance of work product submissions or an evaluation record, conducted at the following location:

Inspection:

Center for Domestic Preparedness
61 Responder Drive
Anniston, AL 36205

Acceptance:

Center for Domestic Preparedness
61 Responder Drive
Anniston, AL 36205

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

E.3 GOVERNMENT QUALITY ASSURANCE AND SURVEILLANCE PLAN

The Government will perform those quality assurance procedures that may be necessary to verify that performance is in accordance with the terms of the contract. Government quality assurance will be performed routinely by the COR; however, other activities may be called upon to support this effort as required. The Quality Assurance Surveillance Plan (QASP) is provided under Section J, Attachment B.

The QASP will be used by the Government to evaluate the Contractor's performance over the life of the contract. Through this evaluation, the Contracting Officer's Representative (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 this contract. 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 contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Unsatisfactory performance for any Performance Standard/Acceptable Quality Level (AQL) 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 contract.

E.4 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, random sampling of recurring services, periodic surveillance of the Contractor's quality control program, test calls, and validated customer complaints.

E.5 PERFORMANCE OF GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS

In accordance with the Inspection of Services clause of this contract, the Government intends to perform the quality assurance functions listed in the QASP.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

All work and services required here under shall be completed on or before 9 months after the effective date of the contract. If the Government exercises all options the total period of performance shall not exceed 60 months (Ref. FAR 52.217-9). 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).

The period of performance of the contract is anticipated as follows:

Performance Period	Performance Period Dates	Duration
Phase-In	11/01/2014 to 11/30/2014	1 Month
Base Period	12/01/2014 to 07/31/2015	8 Months
Option Period 1	08/01/2015 to 07/31/2016	12 Months
Option Period 2	08/01/2016 to 07/31/2017	12 Months
Option Period 3	08/01/2017 to 07/31/2018	12 Months
Option Period 4	08/01/2018 to 07/31/2019	12 Months
Option Period 5	08/01/2019 to 10/31/2019	3 Months

F.3 PRINCIPAL PLACE OF PERFORMANCE

The effort required under this contract shall be performed at:

Center for Domestic Preparedness
61 Responder Drive
Anniston, AL 36205

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Gary P. Topper

Phone: (301) 447-7280

Fax: (301) 447-1092

Email: gary.topper@fema.dhs.gov

Administrative Contract Specialist:

Name: James Suerdieck

Phone: (301) 447-7244

Fax: (301) 447-1092

Email: james.suerdieck@fema.dhs.gov

Contracting Officer's Representative (COR):

Name: Carlton Haenel

Phone: (256) 847-2640

Email: carlton.haenel@fema.dhs.gov

Alternate Contracting Officer's Representative (ACOR):

Name: Charles Wilkerson

Phone: 256-847-2640

Email: charles.wilkerson@fema.dhs.gov

G.2 INVOICE INSTRUCTIONS

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services as specified in the Price/Cost Schedule.

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at FEMA-Finance-Vendor-Payments@fema.dhs.gov,

AND

Contractors shall also submit an electronic pdf copy to the Center for Domestic Preparedness at CenterforDomesticPreparedness-FinanceOffice@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.

Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor. The Contractor shall not be paid more frequently than on a monthly basis.

SF 1034 and 1035 instructions:

SF 1034 – Public Voucher for Purchases and Services Other than Personal

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 supplies or services delivered.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035" OR "For detail, see contractor invoice form".
- (13) 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)

(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 or contractor invoice form.

SF 1035 – Continuation Sheet

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

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

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

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

Schedule Number - leave blank.

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

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

Articles or Services - insert the contract number as in the Standard Form 1034, and description.

Quantity; Unit Price - insert for supply contracts.

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

A summary of claimed current and cumulative goods and services delivered and accepted to date. -

Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared

ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly the FEMA Finance Center, or to the Contracting Office.
2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:
 - (a) Routing Transit Number (RTN) – The contractor shall provide the current 9-digit RTN of the payee's bank
 - (b) Payee's account number
 - (c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract, through SAM, or by submission of a new EFT form.

G.3 TECHNICAL DIRECTION AND SURVEILLANCE

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

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

- (1) Constitutes an assignment of additional work outside the Performance Work Statement;
- (2) Constitutes a change as defined in the contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total fixed price or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the specifications of the contract.

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

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

(1) the technical direction is rescinded in its entirety

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

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

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

(g) Performance of the work under this contract shall also be subject to the surveillance of Technical Monitors, as directed by the COR.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 REPRODUCTION OF REPORTS**

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

H.2 WAGE DETERMINATION

In the performance of this contract the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination set forth in Section J, Attachment L.

H.3 NON-PERSONAL SERVICES

A non-personal services contract is defined as "a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees." This is a non-personal services contract.

H.4 WELFARE TO WORK

The Department of Homeland Security/FEMA is committed to hiring and retaining welfare recipients, including food stamp participants, into its workforce. DHS/FEMA encourages its contractors to contribute to this initiative by actively seeking welfare recipients for entry level, or other appropriate positions to the maximum extent possible. The individuals recruited through this program will have the opportunity to learn marketable skills, develop good work habits, and receive on-the-job training.

H.5 CONTRACTOR UTILIZATION OF GOVERNMENT FACILITIES

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

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

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

(d) The property to which the Contractor has access will at all times be in the custody of the Government and will not be considered "Government Property" furnished to the Contractor.

H.6 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All Contractor/Subcontractor employees working under this contract shall be identified by a distinctive corporate/company name plate, emblem, or patch attached in a prominent place on an outer garment.

H.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES WORKING IN GOVERNMENT SPACES IN E-MAIL AND OTHER FORMS OR ORAL AND WRITTEN COMMUNICATIONS (DEC 2008)

Contractor personnel performing under the terms of this contract shall identify themselves as a Contractor in all communications, oral or written, while performing services under this contract. At no time shall the Contractor personnel assigned to this contract represent themselves as a FEMA employee or an official representative of FEMA. Additionally, reference to or use of the Contractor personnel's affiliation with FEMA for reasons not associated with specific performance under this contract is strictly prohibited. Contractor personnel shall not include DHS/FEMA logos, emblems, project/program nomenclature, or contact information on their business cards; rather, the employee's corporate business cards shall be used. The following is the required signature block template to be used by Contractor personnel assigned a FEMA e-mail account:

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

H.8 IDENTIFICATION OF CONTRACTOR VEHICLES

Each Contractor provided vehicle shall show the Contractor's name so that it is clearly visible and shall at all times display a valid state license plate and safety inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.

H.9 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

The Federal Emergency Management Agency (FEMA) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Pursuant to the Workforce Investment Act of 1998, 29 U.S.C. §§794d, FEMA must ensure the accessibility of its programs and activities to all current and potential users, specifically its obligation to acquire and use accessible Electronic and Information Technology (EIT) including web pages, software, telecommunications, kiosks and other information transaction machines, and fax machines, copiers, printers, and other information technology office equipment. To comply with the provisions of this clause, the contractor shall provide EIT that meets the intent of the Workforce Investment Act of 1998 which requires, regardless of medium, --

(i) individuals with disabilities who are Federal employees to have access to and use of information and data that is comparable to the access to and use of the information and data by Federal employees who are not individuals with disabilities; and

(ii) individuals with disabilities who are members of the public seeking information or services from FEMA to have access to and use of information and data that is comparable to the access to and use of the information and data by such members of the public who are not individuals with disabilities.

Furthermore, the contractor shall comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR 1194 and <http://www.section508.gov>.

H.10 LIABILITY CLAIMS

By acceptance of this contract, the Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to any person or persons occurring in connection with or in any way incident to or arising out of performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

In accordance with FAR 52.228-7, the contractor shall purchase and provide evidence of liability insurance coverage to the Contracting Officer.

H.11 CONTRACTOR PERFORMANCE ASSESSEMENT REPORTING SYSTEM (CPARS)

In accordance with FAR 42.15, the Contractor shall be subject to performance review in the Contractor Performance Assessment Reporting System (CPARS), found at <https://www.cpars.gov/>. Contractors shall provide responses to reviews as required in CPARS. Contractor shall designate a Point of Contact for CPARS reviews and responses, and provide the name, phone number and email address of the designated contractor POC to the Contracting Officer within 30 days of the contract effective date.

H.12 LIMITATION OF CONTRACTOR OBLIGATION

The contractor's obligation under this contract is subject to the following limitations:

The contractor is required to perform only those work orders/project orders under which the total cost of labor, equipment, materials and supplies is estimated to be \$10,000.00 or less, or construction work orders/project orders under which the total cost of labor, equipment, materials and supplies is estimated to be \$2,000.00 or less,

Further, the contractor shall not be required to provide more than 10,400 combined labor hours annually in performing installations i.e. putting something in place that was not previously there).

The contractor shall be responsible for all labor, parts, equipment, materials and supplies necessary to replace existing structures and equipment up to the limitations set forth in this clause. However, the Government reserves the right to supply any replacement equipment or materials within the \$10,000 threshold if unique specifications are necessary or it is more cost effective for the Government to make the purchase.

The Government shall be responsible for the costs of materials, supplies and equipment for any new structures or equipment i.e. putting something in place that was not previously there; however, the contractor shall be responsible for the labor necessary to install said structure on equipment up to a total of \$10,000 per work order.

The contractor shall provide a written detailed estimate of the effort required (including parts, supplies and labor) to the COR prior to commencing work on any order that the contractor believes to be over the limits as given above. In developing estimates for this limitation, the contractor shall use current unburdened labor rates being paid to their employees at the time of each

estimate and shall support material costs with written quotations or invoices. No direct costs or profit are to be included in the estimates.

This clause does not limit the contractor's liability for loss or damage to Government property, facilities or equipment caused by the contractor's employees, subcontractors or other representatives.

H.13 ENVIRONMENTAL PROTECTION

All contractor operations shall be planned, initiated and carried out in such a manner as to avoid adverse effects upon the quality of the environment. The contractor and/or their personnel are expressly prohibited from littering, polluting, disturbing and destroying the flora, fauna, soil, air and water which exist at the Center for Domestic Preparedness. Specifically, the contractor shall not introduce or dispense trash, litter, pollutants, or garbage of any kind into or onto this station and shall ensure that oily wastes and other hazardous substances are not disposed of in drains, ditches, sewer, or trash receptacles. Materials may be introduced into the complex that are required for the performance of any awarded contract. The contractor is responsible for determining whether any waste generated is hazardous. All hazardous wastes must be disposed of by the contractor in accordance with all governing directives defined in the Performance Work Statement. No waste shall be disposed of or discharged in such a manner as could result in the pollution of ground water or the endangerment of the health or welfare of the public.

If it is determined that any material used in the execution of this contract does not comply with the environmental /pollution control abatement requirements established by this agency or higher authority, the Contracting Officer and COR may direct that the use of such material be discontinued. All such designations made by the Contracting Officer and COR shall be in writing and will recommend a substitute material which will be acceptable. Any such changes shall be at no additional cost to the Government. The Contractor shall not hunt, trap, fish, bag, or otherwise remove wildlife of any description from this area. Enforcement of the above regulations will be accomplished by the Contracting Officer, or his designated representative, assisted by the CDP security force.

H.14 SALVAGE

All material and equipment removed or disconnected that are sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at their expense to the location specified by the Contracting Officer. The Contracting Officer will designate any material or equipment which may be reused for the performance of work under this contract. The contractor shall remove all unusable material, equipment, and debris resulting from work under this contract from Government property at the Contractor's expense. The Contractor shall reimburse the Government for any material or equipment removed or disconnected from Government property without Contracting Officer's consent which (1) is disposed of but is determined by the Contracting Officer to have been of value or usable, or (2) is exchanged or used as a trade-in, or (3) is used to obtain a rebate or discount for other material and equipment purchases.

H.15 DISPOSAL

Debris, rubbish, and unusable material resulting from the work under this contract shall be disposed of by the Contractor at their expense off Government property. The Contractor shall provide approved Department of Transportation (DOT) containers for the disposal of regulated wastes. The Contractor shall dispose of hazardous waste in accordance with the Resource Conservation and Recovery Act and its associated state and local regulations.

H.16 HAZARDOUS EVENTS

In the event of a hazardous situation, such as but not limited to hazardous weather events:

- (a) The contractor shall submit a contingency plan to the COR for any event that may interrupt contractual services.

(b) Essential contractor personnel may stay free of charge on CDP premises, but is not required to do so and is only offered as a convenience by the Government on a space available basis as approved by the COR.

(c) Unless specifically designated by the Government, contractor personnel shall not be considered “on-call” and shall be free to do their personal affairs (outside normal work hours).

(d) Contractor personnel specifically designated by the Government as “on-call” shall be entitled to normal pay during normal working hours, or overtime pay for hours in addition to or outside of normal working hours as approved by the COR and in accordance with all applicable clauses, terms and conditions.

(e) Provision of lodging shall not increase the Government’s financial obligation under this contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010

52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN 2013
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE -- LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANGAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996

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52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2013
52.245-1	GOVERNMENT PROPERTY ALTERNATE I (APR 2012)	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
3052.203-70	INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS	SEP 2012
3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES	SEP 2012
3052.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES -- APPLICABLE LICENSES AND PERMITS	JUN 2006
3052.228-70	INSURANCE	DEC 2003

I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

I.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) Definitions. As used in this clause-

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it

does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

The Contractor represents that it [X] is, [] is not a small business concern under NAICS Code 561210 assigned to contract number .

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

I.6 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed the levels specified in CLINs 0005, 0006, 1003, 1004, 2003, 2004, 3003, 3004, 4003, and 4004 or the overtime premium is paid for work—

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

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

1.7 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

1.8 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class

Monetary Wage-Fringe Benefits

General Clerk I*	\$10.34
General Clerk II*	\$11.45
General Clerk III*	\$12.67
Laborer	\$11.80
Service Order Dispatcher	\$16.32
Locksmith	\$16.36
HVAC Maintenance	\$15.61
Tool/Part Attendant	\$13.45
Electrician	\$18.87
Plumber	\$16.71
Carpenter	\$14.93
General Maintenance Worker	\$16.06
Janitor	\$9.52
Shipping/Receiving Clerk	\$12.55
Housekeeper	\$9.52

I.10 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

I.11 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

I.12 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor as soon as is practicable. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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

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

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

I.14 HSAR 3052.204-71 Contractor EMPLOYEE ACCESS (SEP 2012)

(a) "Sensitive Information," as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

1.15 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

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

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

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

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

I.16 HSAR 3052.242-72 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2003)

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

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

I.17 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

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

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

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

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

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

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

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

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

I.18 HSAR 3052.215-70 KEY PERSONNEL AND FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.


Key Personnel under this Contract:

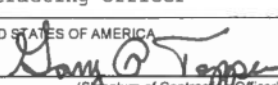
Project Manager (PM)

Deputy Project Manager/Institutional Services Manager

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

Number	Description	Date	Number of Pages
A	Performance Work Statement (PWS)	Oct 2014	70
B	Quality Assurance Surveillance Plan (QASP)	Oct 2013	14
C	CDP Site Characteristics & Maps	Oct 2013	5
D	Parts Inventory	Oct 2013	3
E	Required Reports and Logs	Oct 2013	1
F	Workload Estimates	Oct 2013	1
G	Government Furnished Facilities	Oct 2013	21
H	Government Furnished Property	Oct 2013	24
I	Work Order Priority Classification	Oct 2013	2
J	Equipment Maintenance Requirements	Oct 2013	111
K	Fleet Vehicle Inventory	Oct 2013	1
L	DOL SCA Wage Determination 2005-2001 Rev. 13	July 2014	10
M	Work Attire and Dress Code	June 2013	3
N	Work Place Safety and Health	Sept 2012	2
O	Accident Reporting Safety	June 2012	6
P	Project Work Orders Completed	Sept 2013	6
Q	RESERVED		
R	RESERVED		
S	Annual Work Orders and Lodging Occupants	Dec 2013	3
T	Custodial Schedule	Dec 2013	2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 1
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 11-03-2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		7. ADMINISTERED BY (if other than Item 6) CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908				(X)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
					10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-15-C-0001		
				X	10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to correct the requisition number referenced in Block 4 of the contract SF26, CLINs 0001 - 0006, and the Accounting and Appropriation Data from X506691Y to X502434Y. As a result of this modification: 1) The "Action Obligation" amount is \$0.00. 2) The "Base and Exercised Options Value" is unchanged at \$2,061,228.00. 3) The "Base and All Options Value" is unchanged at \$15,999,198.00. Period of Performance: 11/1/2014 - 7/31/2015 jds							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Gary P. Topper Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		11/3/2014	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO. WX01894Y2015T, WX00991Y2015T		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908 CODE FACILITY CODE				(X)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
					10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-15-C-0001	
				X	10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is obligate additional funding in the amount of \$124,500.00 to CLIN 0004 Other Direct Costs. As a result of this modification: 1) The "Action Obligation" amount is \$124,500.00. 2) The "Base and Exercised Options Value" is increased by \$124,500.00, from (b)(4) to (b)(4) 3) The "Base and All Options Value" is increase by \$124,500.00, from (b)(4) to (b)(4) Period of Performance: 11/1/2014 - 7/31/2015 See CONTINUATION PAGE jds						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			Gary P. Topper Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		2/24/2015


CONTINUATION PAGE


A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0004	(b)(4) LOT		(b)(4)		(b)(4)
	Other Direct Costs				
	CR - Not to Exceed				
	Base Period (12/1/2014 - 7/31/2015)				
	Previous Amount Funded = (b)(4)				
	Amount Funded by this Modification =				
	\$124,500.00				
	Total Amount Funded = (b)(4)				
	Total CLIN Value = (b)(4)				
	FUNDING/REQ NO:	1:	(b)(4)	WX00991Y2015T	
	FUNDING/REQ NO:	2:	(b)(4)	WX01894Y2015T	
GRAND TOTAL ---					\$124,500.00
					=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2015-90-A663-M380--2580-D	WX00991Y2015T P	(b)(4)
2 2015-SL-076R-P261--2580-R	WX01894Y2015T P	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 1
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 03-11-2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (if applicable)	
6. ISSUED BY CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security/FEMA Acquisition Preparedness Branch Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-15-C-0001	
			X	10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to authorize the contractor (a small business) to invoice up to twice per month. The combined amount for the FFP portion of the two invoices per month shall not exceed the monthly unit price of the FFP CLINs. As a result of this modification: 1) The "Action Obligation" amount is \$0.00. 2) The "Base and Exercised Options Value" remains unchanged at (b)(4) 3) The "Base and All Options Value" remains unchanged at (b)(4) Period of Performance: 11/1/2014 - 7/31/2015 jds					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Gary P. Topper Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY  (Signature of Contracting Officer)		3/11/2015

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 05-04-2015	4. REQUISITION/PURCHASE REQ. NO. WX02432Y2015T	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Department of Homeland Security/FEMA OCPO/Preparedness Section Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security/FEMA OCPO/Preparedness Section Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908 CODE FACILITY CODE			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-15-C-0001	
			X	10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to exercise Option Period 1 (8/1/2015 - 7/31/2016), and obligate funding in the amount of \$2,625,006.00 to CLINs 1001 and 1002 for Option Period 1.					
As a result of this modification:					
1) The "Action Obligation" amount is \$2,625,006.00.					
2) The "Base and Exercised Options Value" is increased by (b)(4) from (b)(4) to (b)(4)					
3) The "Base and All Options Value" remains unchanged at \$16,123,698.00.					
Period of Performance: 8/1/2015 - 7/31/2016					
See CONTINUATION PAGE					
jds					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Gary P. Topper Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY  (Signature of Contracting Officer)		5/4/2015


CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
1001	(b)(4) LOT Facility Operations and Support Services FFP Option Period 1 (8/1/2015 - 7/31/2016) 11 Months = (b)(4)/month 1 Month = (b)(4)/month FUNDING/REQ NO: 1:		(b)(4)	\$2,525,006.00	WX02432Y2015T (b)(4)
1002	(b)(4) LOT Other Direct Costs CR - Not to Exceed Option Period 1 (8/1/2018 - 7/31/2016) Incremental Amount Funded = \$(b)(4) Maximum CLIN Value = (b)(4) FUNDING/REQ NO: 1:		(b)(4)	(b)(4)	WX02432Y2015T
1003	(b)(4) LOT Overtime - Emergency Response CR - Not to Exceed Option Period 1 (8/1/2015 - 7/31/2016) Incremental Amount Funded = \$0.00 Maximum CLIN Value = (b)(4)		\$0.0000		\$0.00
1004	(b)(4) LOT Overtime - Project Orders CR - Not to Exceed Option Period 1 (8/1/2015 - 7/31/2016) Incremental Amount Funded = \$0.00 Maximum CLIN Value = (b)(4)		\$0.0000		\$0.00
GRAND TOTAL ---				\$2,625,006.00	=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2015-SL-B512-P261--2580-D	WX02432Y2015T P	\$2,625,006.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. WX01262Y2015T, WX01913Y2015T, WX01436Y2015T, WX01358Y2015T		5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Homeland Security/FEMA OCPO/Preparedness Section Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		CODE	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security/FEMA OCPO/Preparedness Section Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-15-C-0001	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		X	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is obligate additional funding in the amount of \$160,150.00 to CLIN 0004 Other Direct Costs - Base Period.					
As a result of this modification:					
1) The "Action Obligation" amount is \$160,150.00.					
2) The "Base and Exercised Options Value" is increased by \$160,150.00, from (b)(4) to (b)(4)					
3) The "Base and All Options Value" is increase by \$160,150.00, from (b)(4) to (b)(4).					
Period of Performance: 11/1/2014 - 7/31/2015					
See CONTINUATION PAGE					
jds					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Gary P. Topper Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY  (Signature of Contracting Officer)		6/4/2015

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0004	<div>(b)(4)</div> LOT Other Direct Costs CR - Not to Exceed Base Period (12/1/2014 - 7/31/2015) Previous Amount Funded = <div>(b)(4)</div> Amount Funded by this Modification = \$160,150.00 Total Amount Funded = <div>(b)(4)</div> Total CLIN Value = <div>(b)(4)</div>			<div>(b)(4)</div>	<div>(b)(4)</div>
	FUNDING/REQ NO: 1: FUNDING/REQ NO: 2: FUNDING/REQ NO: 4: FUNDING/REQ NO: 5:		<div>(b)(4)</div>	WX01262Y2015T WX01358Y2015T WX01436Y2015T WX01913Y2015T	
GRAND TOTAL ---					\$160,150.00 =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2015-06-0366RS-2000--2580-D	WX01262Y2015T P	<div>(b)(4)</div>
2 2015-4R-E111-P241--2580-D	WX01358Y2015T P	
3 2015-4R-E111-P241--2580-D	WX01358Y2015T P	
4 2015-90-A663-M380--2580-D	WX01436Y2015T P	
5 2015-06-0331RS-2000--2580-D	WX01913Y2015T P	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO

1. CONTRACT ID CODE

PAGE

1

OF PAGES

4

2. AMENDMENT/MODIFICATION NO.
P000063. EFFECTIVE DATE
See Block 16C.4. REQUISITION/PURCHASE REQ. NO.
WX04606Y2015T
WX02921Y2015T

5. PROJECT NO (If applicable)

6. ISSUED BY

CODE

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

7. ADMINISTERED BY (If other than Item 6)

CODE

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

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

(X)

9A. AMENDMENT OF SOLICITATION NO

HME, INC.

9B. DATED (SEE ITEM 11)

109 B JEFFERSON AVE

10A. MODIFICATION OF CONTRACT/ORDER NO
HS FE20-15-C-0001

OAK RIDGE TN 378304908

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See CONTINUATION Page

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

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)
SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a) (3) MUTUAL AGREEMENT OF BOTH PARTIES
FAR 52.243-1 CHANGES -- FIXED-PRICE

D OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to obligate funding in the amount of \$614,963.00 to CLINs 1001 and 1002; and to increase the values of CLINs 1001, 1002, 2001, 2002, 3001, 3002, 4001, and 4002 due to a within scope increase in the performance requirements.

As a result of this modification:

1) The "Action Obligation" amount is \$614,963.00.

2) The "Base and Exercised Options Value" is increased by \$614,963.00, from (b)(4) to (b)(4)

3) The "Base and All Options Value" is increased by (b)(4) from (b)(4) to (b)(4)

Period of Performance: 8/1/2015 - 7/31/2016

See CONTINUATION PAGE

jds

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

MONICA PERRY, CEO

Gary P. Topper
Contracting Officer

15B. CONTRACTOR OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

8/19/15

BY

(Signature of Contracting Officer)

8/19/2015

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLESTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TOTAL FIRM FIXED PRICE FOR OPTION 3					(b)(4)
OPTION PERIOD 4 (12 MONTHS) (08/01/2018 to 07/31/2019)					
4001	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)
4002	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot	
4003	CR (NOT TO EXCEED)	Overtime (Emergency Response -See SOW 1.12.7)	Incrementally funded as needed	Lot	
4004	CR (NOT TO EXCEED)	Overtime – (Project Orders - See SOW 2.1)	Incrementally funded as needed	Lot	
TOTAL FIRM FIXED PRICE FOR OPTION 4					
OPTION PERIOD 5 (3 MONTHS) (08/01/2019 to 10/31/2019)					
5001	FFP	Facilities Operations and Support Services	Fully Funded	Month	(b)(4)
5002	CR (NOT TO EXCEED)	Other Direct Costs (to include any Surge Training)	Incrementally funded as needed	Lot	
5003	CR (NOT TO EXCEED)	Overtime (Emergency Response -See SOW 1.12.7)	Incrementally funded as needed	Lot	
5004	CR (NOT TO EXCEED)	Overtime – (Project Orders - See SOW 2.1)	Incrementally funded as needed	Lot	
TOTAL FIRM FIXED PRICE FOR OPTION 5					
TOTAL FIRM FIXED PRICE FOR PHASE-IN, BASE PERIOD, and OPTIONS 1-5.					(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO. WX03299Y2015T, WX03167Y2015T, WX02622Y2015T, WX03331Y2015T	
5. PROJECT NO (If applicable)					
6. ISSUED BY Department of Homeland Security/FEMA OCPO/Preparedness Section Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		CODE	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security/FEMA OCPO/Preparedness Section Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-15-C-0001	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		X	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See CONTINUATION Page


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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to obligate funding in the amount of \$396,356.76 to CLINS 0004, 1002, 1003 and 1004; de-obligate funding in the amount of (b)(4) from CLIN 0004; and shift funding in the amount of \$16,500.00 from CLIN 0004 to CLINs 1003 and 1004. The net increase in the total level of funding is \$333,706.76.
As a result of this modification:
1) The "Action Obligation" amount is \$333,706.76.
2) The "Base and Exercised Options Value" remains unchanged at (b)(4).
3) The "Base and All Options Value" remains unchanged at (b)(4).
Period of Performance: 8/1/2015 - 7/31/2016
See CONTINUATION PAGE
jds

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary P. Topper Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/26/2015

CONTINUATION PAGE

The purpose of this modification is to obligate funding in the amount of (b)(4) to CLINS 0004, 1002, 1003 and 1004; de-obligate funding in the amount of (b)(4) from CLIN 0004; and shift funding in the amount of (b)(4) from CLIN 0004 to CLINs 1003 and 1004. The net increase in the total level of funding is \$333,706.76.

As a result of this modification:

1. CLIN 0004 – De-Obligate funding in the amount of (b)(4); shift funding in the amount of (b)(4) to CLINs 1003 and 1004; obligate funding in the amount of (b)(4). The net change in the value and total funding of this CLIN is \$0.00. (see revised Section B.2 below)
2. CLIN 1002 – Obligate funding in the amount of (b)(4) (see revised Section B.2 below)
3. CLIN 1003 – Obligate funding in the amount of (b)(4); shift funding in the amount of (b)(4) from CLIN 0004.
4. CLIN 1004 – Obligate funding in the amount of (b)(4); shift funding in the amount of (b)(4) from CLIN 0004.

B.2 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0004	(b)(4) LOT		(b)(4)		(b)(4)
	Other Direct Costs				
	CR - Not to Exceed				
	Base Period (11/1/2014 - 8/31/2015)				
	Previous Amount Funded =		(b)(4)		
	Amount De-Obligated by this Modification =		(b)(4)		
	Amount Shifted by this Modification =		(b)(4)		
	Total Amount Funded =		(b)(4)		
	Total Maximum CLIN Value =		(b)(4)		
	FUNDING/REQ NO: 1:		(b)(4)		WX01894Y2015T
	FUNDING/REQ NO: 8:		(b)(4)		WX01358Y2015T
0004	(b)(4) LOT		(b)(4)		(b)(4)
	Other Direct Costs				
	CR - Not to Exceed				
	Base Period (11/1/2014 - 8/31/2015)				
	Previous Amount Funded =		(b)(4)		
	Amount De-Obligated by this Modification =		(b)(4)		
	Total Amount Funded =		(b)(4)		
	Total Maximum CLIN Value =		(b)(4)		
	FUNDING/REQ NO: 2:		(b)(4)		WX02622Y2015T
	FUNDING/REQ NO: 3:		(b)(4)		WX03167Y2015T
	FUNDING/REQ NO: 5:		(b)(4)		WX03331Y2015T
1002	(b)(4) LOT		(b)(4)		(b)(4)
	Other Direct Costs				
	CR - Not to Exceed				
	Option Period 1 (8/1/2015 - 7/31/2016)				
	Previous Amount Funded =		(b)(4)		
	Amount Funded by this Modification =		(b)(4)		
	Total Amount Funded =		(b)(4)		

Total Maximum CLIN Value = (b)(4)

FUNDING/REQ NO: 2: (b)(4)

WX02622Y2015T

1003 (b)(4) LOT (b)(4) (b)(4)

Overtime - Emergency Response

CR - Not to Exceed

Option Period 1 (8/1/2015 - 7/31/2016)

Previous Amount Funded = \$0.00

Amount Funded by this Modification =

(b)(4)

Amount Shifted by this Modification

= (b)(4)

Total Amount Funded = (b)(4)

Total Maximum CLIN Value = (b)(4)

FUNDING/REQ NO: 2: (b)(4)

WX02622Y2015T

FUNDING/REQ NO: 6: (b)(4)

WX04776Y2015T

FUNDING/REQ NO: 8: (b)(4)

WX01358Y2015T

1004 (b)(4) LOT (b)(4) (b)(4)

Overtime - Project Orders

CR - Not to Exceed

Option Period 1 (8/1/2015 - 7/31/2016)

Previous Amount Funded = \$0.00

Amount Funded by this Modification =

(b)(4)

Amount Shifted by this Modification

(b)(4)

Total Amount Funded = (b)(4)

Total Maximum CLIN Value = (b)(4)

FUNDING/REQ NO: 4: (b)(4)

WX03299Y2015T

FUNDING/REQ NO: 7: (b)(4)

WX04967Y2015T

FUNDING/REQ NO: 8: (b)(4)

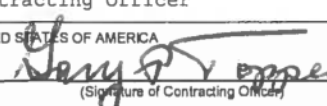
WX01358Y2015T

GRAND TOTAL --- \$333,706.76

=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2015-SL-076R-P261--2580-R	WX01894Y2015T P	(b)(4)
2 2015-06-0366RS-2000--2580-D	WX02622Y2015T P	
3 2015-06-0366RS-2000--2580-D	WX03167Y2015T P	
4 2015-SL-B512-P261--2580-D	WX03299Y2015T P	
5 2015-90-A663-M380--2580-D	WX03331Y2015T P	
6 2015-90-A659-M360--3121-D	WX04776Y2015T P	
7 2015-SL-089R-P261--2580-R	WX04967Y2015T P	
8 2015-SL-076R-P261--2580-R	WX01358Y2015T P	
		\$0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO P00008		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. WX05162Y2015T, WX05378Y2015T WX04485Y2015T, WX05610Y2015T		5. PROJECT NO (If applicable)
6. ISSUED BY CODE Department of Homeland Security/FEMA OCPO/Preparedness Section Building D - Acquisition 16825 South Seton Avenue Emmitsburg MD 21727		7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security/FEMA OCPO/Preparedness Section Building D -- Acquisition 16825 South Seton Avenue Emmitsburg MD 21727			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HME, INC. 109 B JEFFERSON AVE OAK RIDGE TN 378304908			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-15-C-0001	
			X	10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to obligate funding in the amount of \$150,979.70 to CLINs 1002 and 1003 for Option Period 1. As a result of this modification: 1) The "Action Obligation" amount is \$150,979.70. 2) The "Base and Exercised Options Value" remains unchanged at (b)(4) 3) The "Base and All Options Value" remains unchanged at (b)(4) Period of Performance: 8/1/2015 - 7/31/2016 See CONTINUATION PAGE jds					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Gary P. Topper Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 9/28/2015

CONTINUATION PAGE

B.2 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
1002	(b)(4) LOT		(b)(4)		(b)(4)
	Other Direct Costs				
	CR - Not to Exceed				
	Option Period 1 (8/1/2015 - 7/31/2016)				
	Previous Amount Funded = (b)(4)				
	Amount Funded by this Modification = (b)(4)				
	Total Amount Funded = (b)(4)				
	Total Maximum CLIN Value (b)(4)				
	FUNDING/REQ NO:	1:	(b)(4)	WX04435Y2015T	
	FUNDING/REQ NO:	2:		WX04485Y2015T	
	FUNDING/REQ NO:	3:		WX04621Y2015T	
	FUNDING/REQ NO:	4:		WX05162Y2015T	
	FUNDING/REQ NO:	6:		WX05609Y2015T	
	FUNDING/REQ NO:	7:		WX05610Y2015T	
	FUNDING/REQ NO:	8:		WX05611Y2015T	
	FUNDING/REQ NO:	9:		WX05612Y2015T	
1003	(b)(4) LOT		(b)(4)		(b)(4)
	Overtime - Emergency Response				
	CR - Not to Exceed				
	Option Period 1 (8/1/2015 - 7/31/2016)				
	Previous Amount Funded = (b)(4)				
	Amount Funded by this Modification = (b)(4)				
	Total Amount Funded = (b)(4)				
	Total Maximum CLIN Value = (b)(4)				
	FUNDING/REQ NO:	5:	(b)(4)	WX05378Y2015T	
GRAND TOTAL ---				\$150,979.70	
				=====	

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2015-06-0366RS-2000--2580-D	WX04435Y2015T P	(b)(4)
2 2015-90-A663-M380--2580-D	WX04485Y2015T P	
3 2015-SL-084R-P261--2580-R	WX04621Y2015T P	
4 2015-06-0465RS-2000--2580-D	WX05162Y2015T P	
5 2015-SL-B512-P261--2580-D	WX05378Y2015T P	
6 2015-06-0366RS-2000--2580-D	WX05609Y2015T P	
7 2015-06-0366RS-2000--2580-D	WX05610Y2015T P	
8 2015-06-0366RS-2000--2580-D	WX05611Y2015T P	
9 2015-06-0366RS-2000--2580-D	WX05612Y2015T P	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1 CONTRACT ID CODE

PAGE

OF PAGES

1

5

2. AMENDMENT/MODIFICATION NO.

P00009

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

WX01831Y2016T, WX00146Y2016T

5. PROJECT NO. (If applicable)

WX00311Y2016T, WX00312Y2016T

6. ISSUED BY

CODE

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

7. ADMINISTERED BY (If other than Item 6)

CODE

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

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

(X)

9A. AMENDMENT OF SOLICITATION NO.

HME, INC.

9B. DATED (SEE ITEM 11)

109 B JEFFERSON AVE

OAK RIDGE TN 378304908

10A. MODIFICATION OF CONTRACT/ORDER NO.
HSFE20-15-C-0001

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See CONTINUATION Page

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

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X FAR 43.103(a)(3) MUTUAL AGREEMENT OF BOTH PARTIES, FAR 52.243-1 CHANGES -- FIXED-PRICE

D OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to obligate funding in the amount of \$187,746.00 to CLIN 1002 Option Period 1; Shift funding and value from CLINS 1003 and 1004 to CLIN 1002; and incorporate FAR 52.204-14 by reference.

As a result of this modification:

1) The "Action Obligation" amount is \$187,746.00.

2) The "Base and Exercised Options Value" increased by (b)(4) from (b)(4) to (b)(4).

3) The "Base and All Options Value" increase by (b)(4) from (b)(4) to (b)(4).

Period of Performance: 8/1/2015 - 7/31/2016

See CONTINUATION PAGE

jds

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

15A. NAME AND TITLE OF SIGNER (Type or print)

MONICA PERRY, CEO

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gary P. Topper
Contracting Officer

15B. CONTRACTOR/OFFEROR

Monica Perry
(Signature of person authorized to sign)

15C. DATE SIGNED

3/18/16

16B. UNITED STATES OF AMERICA

BY Gary P. Topper
(Signature of Contracting Officer)

16C. DATE SIGNED

3/21/2016

CONTINUATION PAGE

The purpose of this modification is to obligate funding in the amount of \$187,746.00 to CLIN 1002; shift funding in the amount of (b)(4) from CLINs 1003 and 1004 to CLIN 1002; shift value in the amount of (b)(4) from CLINs 1003 and 1004 to CLIN 1002; and incorporate clause FAR 52.204-14 Service Contract Reporting Requirements by Reference to Section I.1.

As a result of this modification:

1. CLIN 1002 – Obligate funding in the amount of \$187,746.00; shift funding in the amount of (b)(4) from CLINs 1003 and 1004; shift value in the amount of (b)(4) from CLINs 1003 and 1004; increase the total CLIN value to (b)(4) (see Section B.2 below)
2. CLIN 1003 – Shift funding in the amount of (b)(4) to CLIN 1002; shift value in the amount of (b)(4) to CLIN 1002; reduce total CLIN value to (b)(4) (see Section B.2 below)
3. CLIN 1004 – Shift funding and value in the amount of (b)(4) to CLIN 1002; reduce total CLIN value to (b)(4) (see Section B.2 below)
4. Section I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE – incorporate FAR 52.204-14 Service Contract Reporting Requirements. (see revised Section I.1 below)

B.2 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	PRICE	AMOUNT
----------	------------------------------	-----	------	-------	--------

1002	(b)(4) LOT		(b)(4)		(b)(4)
Other Direct Costs					
CR - Not to Exceed					
Option Period 1 (8/1/2015 - 7/31/2016)					
Previous Amount Funded = (b)(4)					
Amount Funded by this Modification = (b)(4)					
Amount of Funding Shifted by this Modification = (b)(4)					
(from CLINs 1003 & 1004)					
Total Amount Funded = \$ (b)(4)					
Previous Total Maximum CLIN Value = (b)(4)					
Amount of Value Added by this Modification = (b)(4)					
Total Maximum CLIN Value = (b)(4)					
FUNDING/REQ NO: 1: (b)(4) WX01831Y2016T					
FUNDING/REQ NO: 2: (b)(4) WX00146Y2016T					
FUNDING/REQ NO: 3: (b)(4) WX00311Y2016T					
FUNDING/REQ NO: 4: (b)(4) WX00312Y2016T					
FUNDING/REQ NO: 5: (b)(4) WX00389Y2016T					
FUNDING/REQ NO: 6: (b)(4) WX00442Y2016T					
FUNDING/REQ NO: 7: (b)(4) WX01128Y2016T					
FUNDING/REQ NO: 8: (b)(4) WX01285Y2016T					
FUNDING/REQ NO: 9: (b)(4) WX02156Y2016T					

1003	(b)(4) LOT		(b)(4)		(b)(4)
Overtime - Emergency Response					
CR - Not to Exceed					
Option Period 1 (8/1/2015 - 7/31/2016)					
Previous Amount Funded = (b)(4)					
Amount of Funding Shifted by this Modification = (b)(4)					
Total Amount Funded = (b)(4)					
Previous Total Maximum CLIN Value = (b)(4)					
Amount of Value Shifted by this Modification = (b)(4)					
Total Maximum CLIN Value = (b)(4)					

1004 (b)(4) LOT (b)(4) (b)(4)

Overtime - Project Orders
CR - Not to Exceed
Option Period 1 (8/1/2015 - 7/31/2016)
Previous Amount Funded = (b)(4)
Amount of Funding Shifted by this Modification = (b)(4)
Total Amount Funded = (b)(4)
Previous Maximum CLIN Value = (b)(4)
Amount of Value Shifted by this Modification = (b)(4)
Total Maximum CLIN Value = (b)(4)

GRAND TOTAL --- \$187,746.00
=====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2016-SL-B512-P261--2580-D	WX01831Y2016T P	(b)(4)
2 2016-6R-41GDSA-D40E--2580-D	WX00146Y2016T P	
3 2016-6R-41GDSA-D40E--2580-D	WX00311Y2016T P	
4 2016-6R-41GDSA-D40E--2580-D	WX00312Y2016T P	
5 2016-6R-41GDSA-D40E--2580-D	WX00389Y2016T P	
6 2016-90-A663-M380--2580-D	WX00442Y2016T P	
7 2016-90-A662-M370--2561-D	WX01128Y2016T P	
8 2016-6R-41GDSA-D40E--2580-D	WX01285Y2016T P	
9 2016-68-E111-P241--2580-D	WX02156Y2016T P	

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
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