

<b>AWARD/CONTRACT</b>	<b>1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</b>		RATING N/A	PAGE OF PAGES 1   93	
	2. CONTRACT (Proc. Inst. Ident.) NO. HSFE50-15-D-0291		3. EFFECTIVE DATE SEE BLOCK 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. WX01604Y2015T

5. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MT. WEATHER EMERGENCY OPERATIONS CENTER ATTN: MS. LORI L. SMITH/(540)542-2307 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135-2006	CODE 5845	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  CACI-ISS, INC.  14370 NEWBROOK DRIVE  CHANTILLY VA 20151  DUNS: 616205675 DUNS+4:	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	9. DISCOUNT FOR PROMPT PAYMENT  NET 30 DAYS	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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CAGE CODE: 49DW9	FACILITY CODE	11. SHIP TO/MARK FOR TO BE DESIGNATED IN THE INDIVIDUAL TASK ORDERS ISSUED UNDER THIS CONTRACT.	CODE	12. PAYMENT WILL BE MADE BY FEDERAL EMERGENCY MANAGEMENT AGENCY FEMA FINANCE CENTER ATTN: VENDOR PAYMENTS, (540)504-1899 P.O. BOX 9001 WINCHESTER VA 22604 PHONE: FAX:	CODE 5845
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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. 3304(a) ( )	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Project Title: National Public Warning System (NPWS) Sustainment, Decommissioning, Construction, Modernization, and Historic Preservation Support Services  Contractor shall provide the services as specified in the individual task orders issued under this contract.				
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					\$1.00

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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 -0- 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) Christine P. Ronsisvalle, Contracts Manager		20A. NAME OF CONTRACTING OFFICER KRISTIN WRIGHT CONTRACTING OFFICER	
19B. NAME OF CONTRACTOR BY <u>Christine P. Ronsisvalle</u> (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY <u>Kristin Wright</u> (Signature of Contracting Officer)	
19C. DATE SIGNED 09/02/2015		20C. DATE SIGNED 9/2/2015	

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**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PRICE/COST SCHEDULE**

Fully loaded, fixed labor rates for the Base Period and each Option Year of the contract are detailed in Attachment 2 to this contract. Those same fixed rates shall be used to price all Task Orders, Time and Materials (T&M) and Firm Fixed Price (FFP), issued under this contract, and shall be utilized for payment purposes of T&M Task Orders for the duration of the contract. Those rates cover all expenses, including report preparation, salaries, overhead, fringe benefits, general and administrative expenses, and profit. Labor will not be reimbursed as an Other Direct Cost (ODC) unless authorized in writing by the Contracting Officer.

For T&M Task Orders: The Contractor shall invoice only for the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the COR. If a Task Order extends beyond the base or option period in which it was issued, the contractor will be allowed to bill at the negotiated rates for the next option period in which the work is performed. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

For Firm Fixed Price Task Orders: Firm Fixed Pricing will be established for each Task Order. The payment schedule may be in equal, monthly payments, or as otherwise specified in the individual Task Order. The Contractor will not be paid in excess of the established Firm Fixed Price for each Task Order.

**INITIAL FUNDING OF CONTRACT**

ITEM NO	DESCRIPTION OF SUPPLIES/SERVICE
0001	Services to be provided by the Contractor as specified in the attached Statement of Work and Individual Task Orders issued under the contract.

Funding will be provided at the Task Order level.

Funding/Requisition Number: WX01604Y2015T

**ACCOUNTING AND APPROPRIATION DATA:**

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
2015-90-A215-P350-XXXX-2595-D	WX01604Y2015T	\$1.00

**B.2 MINIMUM AND MAXIMUM AMOUNTS**

- (a) During the Base Period, the guaranteed minimum for this contract is \$50,000.00.
- (b) The maximum that than can be ordered during the Period of Performance of this contract is \$90,000,000.00.
- (c) The Contracting Officer will follow the Task Order procedures set forth in Section G.3 TASK ORDER PROCEDURES.

**B.3 OTHER DIRECT COSTS CEILINGS:**

The maximum that can be ordered during the Period of Performance of this contract is (b)(4)  
This includes Indirect costs on ODCs/Travel.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 STATEMENT OF WORK**

The Statement of Work for this contract is listed in Section J and is contained in Attachment 1 to this solicitation.

**SECTION D - PACKAGING AND MARKING**

**[For this Solicitation, there are NO clauses in this Section]**

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE OF HYBRID CONTRACT**

This is a Hybrid Firm Fixed Price/Time & Materials type contract.

The following symbols will appear next to the applicable clauses and provisions throughout this document.

\$ = applicable to Fixed-Price line items only.

& = applicable to Time-and-Material/Labor-Hour line items only.

**E.2 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. The full text of a clause may be electronically at this/these address(es):

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

For HSAR clauses: <http://www.dhs.gov/xlibrary/assets/opnbiz/hsar.pdf>

	NUMBER	TITLE	DATE
\$	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
&	52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001
	52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
	52.246-13	INSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG 1996

**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
52.242-14	SUSPENSION OF WORK	APR 1984
\$ 52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 EFFECTIVE PERIOD OF CONTRACT**

The effective period of this contract is as follows:

<u>Period</u>	<u>From</u>	<u>To</u>
Base Year	09-04-2015	09-03-2016
Option Year One	09-04-2016	09-03-2017
Option Year Two	09-04-2017	09-03-2018
Option Year Three	09-04-2018	09-03-2019
Option Year Four	09-04-2019	09-03-2020

**F.3 PLACE OF PERFORMANCE**

The work required under this contract shall be performed in accordance with the locations specified in the individual Task Orders.

**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: Kristin Wright  
Phone: (540)542-5284  
Email: Kristin.Wright@fema.dhs.gov

Contracting Officer's Representative:

Name: Precious Forbes  
Phone: (202)646-4567  
Email: precious.forbes@fema.dhs.gov

**G.2 ORDERING—BY DESIGNATED CONTRACTING OFFICIALS**

- (a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. Task Orders will only be issued by a Contracting Officer.
- (b) A Standard Form 30 will be the method of modifying Task Orders.
- (c) Each T&M type Task Order will have a ceiling price, which the Contractor may not exceed. For Time and Materials type tasks orders: when the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next (30) days, will bring the total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer and Contracting Officer's Representative (COR) in writing.

**G.3 TASK ORDER PROCEDURES**

- (1) The Contracting Officer will issue a Task Order proposal request to the awardee. The proposal request will include a Statement of Work (SOW) that includes a detailed description of work to be accomplished, a listing of the deliverables, and additional information as appropriate. The proposal request will also include specific instructions for the submission of proposals, the Task Order type (Firm Fixed Price or Time and Materials), and other information deemed appropriate.
- (2) Technical Proposals Written technical proposal requirements may include the following information:

- Technical Approach
- Personnel
- Quantities/Hours of personnel by labor category
- Other Direct Costs
- Risks
- Schedule
- Teaming Arrangements, if applicable

The technical proposal information should be brief, i.e., 3-5 pages stating compliance or exception to TO requirements, risks, assumptions, and conflict of interest issues. Proposals shall not merely restate Task Order SOW requirements.

(3) Price Proposals A written price proposal will be required for each Task Order. This part of the proposal shall include detailed pricing amounts for all resources required to accomplish the task (labor, travel, etc.). As a minimum, the following data will be provided:

- (i) Identify labor categories in accordance with the Section B – Schedule and the number of hours required for performance of the task.
- (ii) Contractor must provide applicable Class A Contractor’s License, Davis Bacon Wage Determination Rates, Insurance and Performance and Payment Bonds prior to Task Order issuance for construction work.
- (iii) Other Relevant Information: This information shall be in writing and shall address other relevant information, as required by the contract or requested by the TO proposal request.

**G.4 INDIRECT RATES**

Until final annual indirect cost rates are established by the contractor’s cognizant audit agency for any period, the Government shall reimburse the Contractor at the following billing rates established by the cognizant audit agency, in accordance with FAR 42.704. The billing rates are currently as follows:

Cost Center:	Segment (b)(4)	Segment (b)(4)
Period: Base Year	Rate: [ ] Base: [ ]	Base Year Rate: [ ] Base: [ ]
Period: Option Year One	Rate: [ ] Base: [ ]	Option Year One Rate: [ ] Base: [ ]
Period: Option Year Two	Rate: (b)(4) Base: (b)(4)	Option Year Two Rate: (b)(4) Base: (b)(4)
Period: Option Year Three	Rate: [ ] Base: [ ]	Option Year Three Rate: [ ] Base: [ ]
Period: Option Year Four	Rate: [ ] Base: [ ]	Option Year Four Rate: [ ] Base: [ ]

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

**G.5 BILLING INSTRUCTIONS (JUN 2014)**

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at <http://www.gsa.gov/portal/forms/type/SF> when submitting a payment request. A payment request means any invoice or

request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

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

#### G.6 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

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

(b)(6) Contract Manager  
 (b)(6) @cac1.com  
 (b)(6)

#### G.7 INVOICE INSTRUCTIONS (JUN 2014)

The contractor shall submit a monthly invoice upon delivery and acceptance of all supplies or services as specified in the Section B clause, "Consideration and Payment". Invoices shall be submitted as follows:

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

#### SF 1034 and 1035 instructions:

##### SF 1034 – Fixed Price

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

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of supplies or services delivered.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official) (Title)

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

## INVOICE PREPARATION INSTRUCTIONS SF 1035

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

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

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

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

**Schedule Number** - leave blank.

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

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

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

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

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

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

### G.8 Billing Instructions for Provisional Invoices under Flexibly Priced Contracts:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other than Personal) and the Standard Form 1035 Continuation Sheet. The voucher must include a statement of cost and supporting documentation for

services rendered. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

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

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

(2) Supporting Documentation

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

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

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

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

**SF 1034 and 1035 instructions:****SF 1034 – Provisional/Interim Payment instructions**

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

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

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official) (Title)

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

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

**INVOICE PREPARATION INSTRUCTIONS  
SF 1035**

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

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

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

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

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

- (1) Direct Labor. For cost type contracts, list each total labor costs by indirect allocation base separately. For T&M contracts, list each labor category, rate per labor hour, hours worked, and extended total labor dollars per labor category.
- (2) Premium Pay/Overtime. List each labor category, rate per labor hour, hours worked, and the extended total labor dollars per labor category. Note: Advance written authorization must be received from the contracting officer to work overtime or to pay premium rates; therefore, identify the contracting officer's written authorization to the contractor.
- (3) Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the contract allows for a separate fringe benefit pool, cite the rate, base, and extended amount.
- (4) Materials, Supplies, Equipment. Show those items normally treated as direct costs. Expendable items need not be itemized and may be grouped into major classifications such as office supplies. However, items valued at \$5,000 or more must be itemized. See (FAR) 48 CFR part 45, Government Property, for reporting of property.
- (5) Travel. List the name and title of traveler, place of travel, and travel dates. Show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately, on a daily basis. Travel costs for consultants must be shown separately and also supported.
- (6) Other Direct Costs. Itemize those costs that cannot be placed in categories (1) through (5) above. Categorize these costs to the extent possible.
- (7) Total Direct Costs. Cite the sum of categories (1) through (6) above.
- (8) Overhead. Cite the rate, base, and extended amount.
- (9) G&A Expense. Cite the rate, base, and extended amount.
- (10) Total Costs. Cite the sum of categories (7) through (9) above.
- (11) Fee. Cite the rate, base, and extended amount.
- (12) Total Cost and Fee Claimed. Enter this amount on the SF 1034.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 COMMENCEMENT OF WORK**

No work under this contract shall commence until such time as a Task Order is issued by the Contracting Officer in writing.

**H.2 MAGNITUDE OF CONSTRUCTION**

Range of magnitude for the construction of this contract is more than \$10,000,000.00.

**H.3 WAGE DETERMINATION**

Each Task Order for construction work shall contain an applicable Wage Determination.

**H.4 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the FEMA Project Manager, in writing, giving pertinent details.

**H.5 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (MAY 2014)**

(a) The Contractor shall use an Earned Value Management System (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or an authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

**H.6 SUBCONTRACTING PLAN**

The successful Offeror awarded under this solicitation, will be required to submit a subcontracting plan. The subcontracting plan submitted will include the goals set forth below for each socio-economic grouping listed. The goals will be applied to the total value of each year of performance. For example, if the total value of the contract for each year is \$1 million and the total period of performance is a base year and four one-year options, the subcontracting goal for all small businesses for the base year and every option year is \$400,000 for a total of \$2 million over the life of the contract. Each subcontracting plan submitted will be reviewed to determine whether the successful offeror or offerors have submitted an acceptable subcontracting plan. See Section L for additional instructions on the submission of the subcontracting plan.

Category	Subcontracting Goal
All Small Businesses	23%
Total Small Disadvantaged Businesses (both Section 8(a) and non-Section 8(a) firms)	5%
Woman-owned Small Businesses	5%
Service-Disabled Veteran-Owned Small Businesses	3%
Historically Underutilized Empowerment Zone Small Businesses	3%

**H.7 GOVERNMENT CONTRACTOR RELATIONS – NON-PERSONAL SERVICES**

The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor’s personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(a) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other FEMA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(b) Employee relationship.

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by DHS/FEMA under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(c) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits by virtue of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(d) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (5) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimized cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either: (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance, (ii) Countermand any communication regarded as a violation, (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.8 HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
- (c) Within ["insert number of days"] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
- (d) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
- (e) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (f) Examples of tasks that require security provisions include--
- a. Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
  - b. Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (g) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (h) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

**H.9 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, Public Law 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.

(a) "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.

(b) 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.

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

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

**H.10 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

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

Key Personnel under this Contract:

(b)(4); (b)(6)

Key Facilities under this Contract: Not Applicable

**H.11 TECHNICAL DIRECTION**

- (a) The Contracting Officer's Representative (COR) may provide technical direction on contract or work request performance. Technical direction includes:
- (1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions or shifts emphasis among work areas or tasks; and
  - (2) Evaluation and acceptance of reports or other deliverables.
- (b) Technical direction must be within the scope of work of the contract and any Task Order there under. The COR does not have the authority to issue technical direction which:
- (1) Requires additional work outside the scope of the contract or Task Order;
  - (2) Constitutes a change as defined in the "Changes" clause;
  - (3) Causes an increase or decrease in the ceiling cost of the contract or Task Order;
  - (4) Alters the period of performance of the contract or Task Order; or
  - (5) Changes any of the other terms and/or conditions of the contract or Task Order
- (c) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The Contracting Officer (CO) will be copied on any technical direction issued by the COR.
- (d) If, the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed, but shall notify the CO in writing within 3 days after receiving it and shall request that the CO take appropriate action, as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:
- (1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
  - (2) Advise the Contractor within a reasonable time that the government will issue a written modification to the contract; or
  - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby, rescinded.
- (e) A failure of the Contractor and CO to agree as to whether the technical direction is within the 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 clause entitled "Disputes" in this contract.
- (f) Any actions taken by the Contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the CO or the COR, shall be at the Contractor's risk.

**H.12 OPTION PERIODS**

- (a) The Government has the option to extend the effective period of this contract for four additional periods, if the options are exercised.

Clause F.1 entitled EFFECTIVE PERIOD OF CONTRACT, will be modified as follows:

Period	From	To
Option Period 1	09-04-2016	09-03-2017
Option Period 2	09-04-2017	09-03-2018
Option Period 3	09-04-2018	09-03-2019
Option Period 4	09-04-2019	09-03-2020

**H.13 TRAVEL**

The Government will not reimburse the Contractor for travel to/from or parking at primary place of performance. Local travel costs or parking for temporary duty assignments within the local commuting area will not be reimbursed under this contract. For this contract, the local commuting area is defined as a temporary duty station outside of the “primary place of performance”, but within the vicinity surrounding it. If the site is a driving distance of less than 50 miles, by the most direct route, from the primary place of performance, the site is considered to be a part of the local commuting area. Contractor travel beyond the local commuting area shall be required to support this contract. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations (FTR). The Contractor shall be responsible for obtaining COR approval (electronic mail is required) in advance of each travel event. The Contractor shall provide documentation for travel expenses, including receipts, to support travel reimbursement upon request.

**H.14 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY INFORMATION**

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government-designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a. through d. below.

- a. Indoctrination of Personnel. The contractor shall indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. Nondisclosure Agreement for Contractor Employees shall be signed by all indoctrinated personnel and forwarded to the FEMA COR and the FEMA Contracting Officer (CO) for retention, prior to commencement of work. The contractor shall restrict access to sensitive/ proprietary information to the minimum number of employees necessary for contract performance.

b. Signed Agreements.

- 1) The contractor shall sign an agreement to this effect with any private or public entities providing proprietary data for performance under this contract. As part of this agreement, the contractor shall inform all parties of its agreement to allow certain Government- designated contractors access to all data as described in paragraph c., below. One copy of each signed agreement shall be forwarded to the FEMA COR and the FEMA CO. These shall be signed prior to work commencing.
- 2) In addition, the contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of work under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The FEMA COR and FEMA CO shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. The contractor shall furnish the FEMA COR and FEMA CO copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the FEMA COR and the FEMA CO.

c. Government-Designated Contractors. The contractor shall allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any limited rights data acquired under the terms and conditions of this contract. List designated contractors:

ARC ASPICIO

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

d. Remedy for Breach. Any violation of the certifications or restrictions of this clause shall constitute a material and substantial violation of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default.

**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	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
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	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
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
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	AUG 2013

	DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
52.210-1	MARKET RESEARCH	APR 2011
52.211-13	TIME EXTENSIONS	SEP 2000
\$ 52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2014
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE III (JUL 2010)	JUL 2013
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION - DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT 2010
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.222-55	MINIMUM WAGE UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
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

	52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
	52.224-2	PRIVACY ACT	APR 1984
	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
	52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
	52.227-9	REFUND OF ROYALTIES	APR 1984
	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	DEC 2007
	52.227-11	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR	MAY 2014
	52.227-17	RIGHTS IN DATA-SPECIALWORKS	DEC 2007
	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
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**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 FAPIS 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 FAPIS 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 FAPIS.

(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 FAPIS 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.

**1.3 FAR 52.211-10 - COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within *(TBD – TASK ORDER LEVEL)* calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than *(TBD – TASK ORDER LEVEL)* after the date of the notice to proceed. The time stated for completion shall include final cleanup of the premises.  
(End of clause)

**1.4 FAR 52.211-12 - LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)**

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ *(TBD – TASK ORDER LEVEL)* for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. The following liquidated damages table is provided for information purposes only.

(End of clause)

**1.5 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)**

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

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

- (b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

- (c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

## **I.6 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)**

(a) Invoicing.

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

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

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

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

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

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

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

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

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release,

and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

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

### **I.7 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/04/2015 through 09/30/2020.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.8 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the total contract ceiling;

(2) Any order for a combination of items in excess of the total contract ceiling; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I.9 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and

including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after  months after contract expiration.

#### **I.10 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 30 days.

#### **I.11 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

#### **I.12 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(a) Definitions. As used in this clause-

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

**I.13 FAR 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.

#### **I.14 FAR 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.15 FAR 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be -20- percent of the bid price or \$300,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

#### **I.16 FAR 52-228.15 PERFORMANCE AND PAYMENT BONDS (SEP 2005)**

a. Performance and Payment Bonds will be required to guarantee performance of and to guarantee payment to persons supplying labor or materials in the performance of the contract. See FAR Clause 52-228.15 Performance and Payment Bonds - Construction incorporated in full text in Section I of the contract.

b. If the contract price exceeds \$100,000 within 10 calendar days after the prescribed bonds are presented to the successful bidder, the bonds shall be executed, each with good and sufficient surety or sureties acceptable to the Government. The bonds shall be furnished to the Contracting Officer in the form of a Performance Bond (Standard Form 25) and Payment Bond (Standard Form 25-A). The penal sums of said bonds are identified below:

(1). Performance Bond. The penal sum of the Performance Bond shall equal 100 percent (100%) of the contract task order price.

(2). **Payment Bond.** The penal sum of the Payment Bond shall be 100 percent (100%) of the contract task order price.

c. The Performance and Payment Bonds shall be furnished by the Contractor to the Contracting Officer prior to commencement of contract performance.

(End of Clause)

**I.17 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

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

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the

amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

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

(ii) Materials means--

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

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

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

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

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

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

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to

final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
  - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
  - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

#### **I.18 FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (Oct 2008)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by

the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to—

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that—

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if—

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—

(i) Make such payment within—

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer*. Notify the Contracting Officer upon—

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government*. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until—

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) *Third-party deficiency reports*—

(1) *Withholding from subcontractor*. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor’s performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor’s next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge*. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding*. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement*. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes*. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights*. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

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

(End of clause)

**I.19 FAR 52.236-21 -- SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)  
ALTERNATE I (APR 1984).**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (*i.e.*, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop

drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of Clause)

**I.20 FAR 52.236-27 SITE VISIT (CONSTRUCTION)-ALT I (FEB 1995)**

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract task order awarded as a result of this solicitation. Accordingly, the Contractor shall inspect the site where the work will be performed.

**§ I.21 FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

## **I.22 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

### **I.23 FAR 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):

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

For HSAR clauses: <http://www.dhs.gov/xlibrary/assets/opnbiz/hsar.pdf>

### **I.24 HSAR 3052.204-71 Contractor EMPLOYEE ACCESS (SEP 2012) ALTERNATE I (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.

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

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

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

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

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

- (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
- (2) The waiver must be in the best interest of the Government.

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

## **I.25 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.

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

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written

notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

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

## **I.27 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS**

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

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records

generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

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

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
1	Statement of Work
2	Contractor and Subcontractor Labor Rates
3	Subcontracting Plan

## ATTACHMENT 1

**STATEMENT OF WORK  
FOR  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
NATIONAL CONTINUITY PROGRAMS (NCP) NATIONAL PUBLIC WARNING  
SYSTEM (NPWS) SUSTAINMENT, DECOMMISSIONING, CONSTRUCTION,  
MODERNIZATION, AND ENVIRONMENTAL AND HISTORIC  
PRESERVATION SUPPORT SERVICES**

**1. GENERAL****1.1 BACKGROUND****1.1.1 National Public Warning System (NPWS)**

The National Public Warning System (NPWS) is a national alert and warning system used by the Office of the President of the United States to issue warnings and provide information to the American people during national emergencies, and serves as the national interface to the Emergency Alert System (EAS), as defined in 47 CFR Part 11. The NPWS is comprised of multiple FEMA operations centers, Primary Entry Point (PEP) stations and communications networks between the operations centers and the PEP Stations. FEMA enters into corporate agreements with commercial radio stations to participate in the PEP Program to receive and transmit Presidential messages. The PEP Stations serve as national warning message entry points in to the Emergency Alert System (EAS) which includes private sector AM, FM, and TV broadcast stations, cable systems, Direct Broadcast Satellite services, the Satellite Digital Audio Radio Services, and other participating entities.

Since 1995, FEMA has served as the Federal Executive Branch lead agency for national alert and warning. In June 2006, the President signed (E.O.) 13407, which established a national policy to provide "an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people in situations of war, terrorist attack, natural disaster, or other hazards to public safety and well-being;" "and to ensure that under all conditions the President can communicate with the American people." E.O. 13407 further tasked DHS and FEMA with implementing the new IPAWS and incorporating a National EAS component. IPAWS provides alerting authorities with the capability to communicate timely alert and warning to the American people quickly, easily, and simultaneously via multiple communications pathways in the preservation of life and property and IPAWS is responsible for updating elements of the EAS.

The IPAWS Program has expanded and modernized the NPWS and continues to sustain and modernize the NPWS infrastructure. In the past several years, the IPAWS Program has achieved the following objectives for the NPWS:

- Increased the number of PEP Stations to 77 during the 2009 – 2014 time frame

- Established PEP Station broadcast coverage to include over 90% of the American population
- Improved PEP Station resilience and survivability
- Implemented improved PEP operational, maintenance, and training plans

Sustainment and continual improvement of the NPWS infrastructure and operational posture is critical to the Nation's preparedness posture. Most of the PEP Stations are now under an O&M program. Performing O&M on PEP stations includes a series of periodic (e.g., monthly, annually, bi-annually) tests and inspections, completing regular maintenance on equipment as specified by the equipment manufacturers, and troubleshooting and resolving issues created by equipment malfunctions or failures.

## 1.2 SCOPE

The IPAWS Division of the Federal Emergency Management Agency (FEMA), National Continuity Programs (NCP) Directorate, requires contractor support to provide the Integrated Public Alert and Warning System (IPAWS) Program with NPWS Sustainment, PEP Station Decommissioning, PEP Station Construction, Modernization, and Environmental and Historic Preservation services, as required, at sites across the United States, and its Territories. Work to be performed by the Contractor will be in support of the FEMA IPAWS National Public Warning System (NPWS) identified in Section 1.1 Background, and may fall within one or more of the following Task Areas, which are further defined in Section 1.2 of this Statement of Work:

- NPWS Sustainment
- PEP Station Decommissioning
- PEP Station Construction
- PEP Station Modernization
- Environmental and Historic Preservation

The contractor shall perform services that directly apply to NPWS Sustainment, PEP Station Modernization, PEP Station Decommissioning, PEP Station Construction, and Environmental and Historic Preservation at locations across the U.S. States, U.S. Territories and OCONUS. The contractor shall perform work concurrently at multiple locations throughout the life of the contract. The contractor shall provide services to the IPAWS Program for sustaining NPWS capabilities, maintaining and repairing PEP Station equipment and operations when they are damaged or otherwise unavailable, and modernizing existing PEP Station facilities and equipment, and supporting environmental and historic preservation related to the modernization, construction, decommissioning, or sustainment activities. The contractor shall manage and coordinate maintenance, modification, upgrades, purchase, and replacement of facilities and equipment. In addition, the contractor shall manage a Configuration Management Database (CMD) (as referenced in section 5.2.1), manage fuel replenishment, shelter rations, emergency equipment repairs, fuel system monitoring, and manage related permits, registration documents, and fees. Furthermore, the contractor shall manage High-Altitude Electromagnetic Pulse (HEMP) shielding effectiveness testing and maintenance, support operational exercises and testing, and provide operator and maintenance training as required. The contractor shall support transition of NPWS activation suite systems software development projects to operations and

maintenance (O&M) and support ongoing software O&M activities. The contractor shall promote private sector radio station participation in the NPWS by facilitating discussions and meeting with station owners and with FEMA.

The contractor's performance under this contract shall be in an advisory and assistance capacity to the Government, and shall not include any inherently governmental functions. The contractor shall submit all work products in draft for review and approval by appropriate Government personnel prior to preparation and issuance in final, in accordance with the contract. The Government will make all final determinations and decisions after a critical and close review of the contractor's work product and reasons/basis for the contractor's recommendations. The contractor shall not represent itself as FEMA to outside parties. To maintain public trust, contractor employees shall identify themselves as FEMA contractors at the onset of any communications with internal and external parties.

In all cases, FEMA will make all final determinations, judgments, and decisions under the contract. FEMA will carefully and critically review all analyses, assessments, options, recommendations, reports, training materials, and drafts prepared by the contractor prior to FEMA making its final determinations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining FEMA's written approval. When submitting recommendations, the Contractor shall explain alternatives, describe procedures used to arrive at recommendations, summarize the substance of deliverables, report any dissenting views, list sources relied upon, and detail the methods and considerations upon which the recommendations are based.

#### **1.2.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON FEMA CONTRACTS**

The Contractor shall not perform any of the following activities on behalf of FEMA in connection with this contract:

- a. The actual preparation of Congressional testimony.
- b. The interviewing or hiring of individuals for employment at FEMA.
- c. Developing and writing of Position Descriptions and Performance Standards.
- d. The actual determination of Agency policy.
- e. Participating as a voting member on a Performance Evaluation Board; participating in or attending Award Fee meetings.
- f. The preparation of documents on FEMA letterhead other than routine administrative correspondence.
- g. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
- h. The preparation of Statements of Work, Task Orders, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by a FEMA prime Contractor under a FEMA prime contract for its subcontractor, is exempt from this prohibition.

- i. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
- j. Preparing responses to Congressional correspondence.
- k. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
- l. Any contract which authorizes a Contractor to represent itself as FEMA to outside parties.
- m. Conducting administrative hearings.
- n. Reviewing findings concerning the eligibility of FEMA employees for security clearances.
- o. The actual preparation of an office's official budget request.

### **1.3 CONTRACTOR PERSONNEL**

The contractor shall provide the following personnel to perform this requirement:

#### **1.3.1 Project Manager (PM)**

The contractor shall provide a Project Manager who shall be responsible for the management of all contractor work performed under this SOW. The Project Manager is designated as Key Personnel by the Government, and subject to the conditions of the clause entitled KEY PERSONNEL AND FACILITIES. The Project Manager shall be a single point of contact for the FEMA Contracting Officer (CO) and FEMA Contracting Officer's Representative (COR). During any absence of the Project Manager, only one alternate shall have full authority to act for the contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak, and understand English.

- 1.3.1.1** The Project Manager shall be available to the COR via telephone between the hours of 0800 and 1700 EST, Monday through Friday, and shall respond to request for discussion or resolution of technical problems within 24 hours of notification.
- 1.3.1.2** The Project Manager must possess the following minimum education and experience:
  - Bachelor's Degree plus over 10 years of experience in emergency communications, information technology, business management, or related fields
  - Project Management Professional (PMP) certification or equivalent
  - Security clearance at the Top Secret level

### 1.3.2 Task Lead (TL)

The contractor shall provide a Task Lead (TL) for individual Task Orders (TO) issued under this SOW, who shall be responsible for the management of all contractor work performed under the individual TOs. The TL may be designated as Key Personnel by the Government at the time TOs are issued, and shall also be subject to the conditions of the clause entitled KEY PERSONNEL AND FACILITIES, if so designated.

- 1.3.2.1 The TL shall be a single point of contact for the CO, FEMA COR and FEMA Task Order (TO) Monitor for the TO to which they are assigned. During any absence of the TL, only one alternate shall have full authority to act for the contractor on all matters relating to work performed under the TO. The TL and all designated alternates shall be able to read, write, speak, and understand English.
- 1.3.2.2 The TL shall be available to the FEMA COR and FEMA TO Monitor via telephone between the hours of 0800 and 1700 EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within 24 hours of notification.
- 1.3.2.3 The TL must possess the following minimum education and experience:
  - Bachelor's Degree plus five years of relevant experience in a field related to the specified TO
  - Security clearance at the Top Secret level

### 1.3.3 Site Superintendent

The contractor shall provide a Site Superintendent for individual construction related Task Orders (TO) issued under this SOW, including construction and decommissioning, who shall oversee and manage the onsite work to be performed under the individual TOs. The Site Superintendent may be designated as Key Personnel by the Government at the time TOs are issued, and shall also be subject to the conditions of the clause entitled KEY PERSONNEL AND FACILITIES, if so designated.

- 1.3.3.1 The Site Superintendent shall be available via telephone to the Government between the hours of 0800 and 1700 EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within 24 hours of notification.
- 1.3.3.2 The Site Superintendent must possess the following minimum education and experience:
  - Bachelor's Degree and/or equivalent five years relevant experience supervising work on industrial or technical facilities. An acceptable substitute for a Bachelor's degree would be any combination of additional years of experience in the proposed field of expertise and/or full time college level study in the particular field totaling four years
  - Occupational Safety and Health Association (OSHA) and Safety Trained Supervisor (STS/STSC) certification

### **1.3.4 Broadcast Engineer**

The contractor shall provide a Broadcast Engineer for individual PEP Station Construction and Modernization Task Orders (TO) issued under this SOW, who shall be responsible for Radio Frequency (RF), audio, and communications system design and installation work performed under the individual TOs.

- 1.3.4.1 The Broadcast Engineer shall be available via telephone to the Government between the hours of 0800 and 1700 EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within 24 hours of notification.
- 1.3.4.2 The Broadcast Engineer must possess the following minimum education and experience:
  - Bachelor's Degree or equivalent plus five years of relevant experience supervising work on industrial or technical facilities. An acceptable substitute for a Bachelor's degree would be any combination of additional years of experience in the proposed field of expertise and/or full time college level study in the particular field totaling four years
  - Security clearance at the Top Secret level

### **1.3.5 Additional Personnel Qualifications**

The contractor shall provide qualified personnel to perform all requirements specified under this contract. Specific qualification, security clearance, and key personnel requirements may be specified at the TO level.

### **1.3.6 Employee Identification**

The contractor shall comply with the requirements for Employment Eligibility Verification (Jan 2009), FAR 52.222-54. Contractor employees visiting Government facilities shall wear identification badge that, at minimum, displays the contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting contractor employees shall comply with all Government escort rules and requirements. All contractor employees shall identify themselves as contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times. Contractor personnel with access to the FEMA network shall identify their contractor status and contractor name in their e-mail signature block, and shall identify themselves as contractor personnel in any telephone communications or voicemail.

### **1.3.7 Employee Conduct**

Contractor employees shall comply with all applicable Government regulations, policies, and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off-limits" areas, wearing of parts of military uniforms, and possession of weapons) when visiting or working at Government facilities and PEP stations. The contractor shall ensure contractor employees present a professional appearance at all times and that employee conduct shall not reflect negatively on

the United States, the Department of Homeland Security, or the Federal Emergency Management Agency.

### **1.3.8 Removing Employees for Misconduct or Security Reasons**

The Government may, at its sole discretion, direct the contractor to remove any contractor employee from FEMA facilities for misconduct or security reasons. Removal does not relieve the contractor of the responsibility to continue providing the services required under this contract. The CO will provide the contractor with a written explanation to support any request to remove an employee.

## **1.4 SECURITY**

Contractor access to classified information is required under this contract. Several on site Government locations in which work under the contract is to be performed include areas authorized for TOP SECRET/SCI materials and restricted to LIMITED DISTRIBUTION information. Therefore, the Contractor must possess a Top Secret Facility Clearance to perform this contract. Contractor personnel working tasks under this contract, which specify the need for a Top Secret security clearance, must possess a final U.S. Government TOP SECRET clearance based on a current Single Scope Background Investigation. Any personnel security requirements, other than those specified above, will be stated at the Task Order level.

**1.4.1** Deliverables produced under this contract shall be classified in accordance with security classification instructions and procedures provided by the COR. A current DD Form 254, Contract Security Classification Specification, must be on file with FEMA's Industrial Security Officer prior to the commencement of work under this contract. The contractor shall meet and comply with all applicable physical, personnel, industrial, and other security requirements outlined in:

- a. DD 254
- b. DHS MD 4300A Sensitive Systems Handbook, Version 5.5, September 30, 2007
- c. Federal Information Security Management Act of 2002 (FISMA)
- d. NIST Special Publication 800-37 May 2004
- e. Homeland Security Presidential Directive/HSPD-7 Critical Infrastructure Identification, Prioritization, and Protection, Dec 17, 2003
- f. FAR 52.204-2 Security Requirements

**1.4.2** Documents generated that are related to this project shall include, as a minimum, the protective footer marking, "For Official Use Only (FOUO)," unless otherwise directed by the Government.

**1.4.3** The Contractor will require access to:

- a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION – YES
- b. RESTRICTED DATA – YES
- c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION – NO
- d. FORMAL RESTRICTED DATA - YES
- e. INTELLIGENCE INFORMATION  
SENSITIVE COMPARTMENTED INFORMATION – YES  
NON SCI – NO
- f. SPECIAL ACCESS INFORMATION – NO

- g. NATO INFORMATION – NO
- h. FOREIGN GOVERNMENT INFORMATION – NO
- i. LIMITED DISSEMINATION INFORMATION – YES
- j. FOR LIMITED USE ONLY – YES
- k. OTHER (TO BE FILLED IN) – NO

In performing this contract, the contractor will:

- a. HAVE ACCESS TO CLASSIFIED INFORMATION AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT FACILITY – NO
- b. RECEIVE CLASSIFIED DOCUMENTS ONLY – NO
- c. RECEIVE AND GENERATE CLASSIFIED MATERIAL – YES
- d. FACBRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE – YES
- e. PERFORM SERVICES ONLY – NO
- f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES – NO
- g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER – NO
- h. REQUIRE A COMSEC ACCOUNT – NO
- i. HAVE TEMPEST REQUIREMENTS – NO
- j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS – YES
- k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE – NO
- l. OTHER (SPECIFY) – NO

**1.4.4** Contract employees that will require access to classified information must have proper security clearances in place at the time of contract award. Contractors must also have proper security clearances in place at the time of contract award.

**1.4.5** The Prime Contractor must possess a Top Secret facility clearance.

## **1.5 PLACE OF PERFORMANCE**

The place of performance will be at the contractor's facility and/or the individual PEP Station locations throughout the United States and its Territories. The COR shall attend the monthly progress meetings at the Government's facility located in Washington, DC or by conference call.

## **1.6 TRAVEL**

The Government will not reimburse the contractor for travel to/from or parking at the primary place of performance. Local travel costs or parking for temporary duty assignments within the local commuting area will not be reimbursed under this contract. For this contract, the local commuting area is defined as a temporary duty station outside of the "primary place of performance," but within the vicinity surrounding it. If the site is a driving distance of less than 50 miles, by the most direct route, from the primary place of performance, the site is considered

to be part of the local commuting area. Contractor travel beyond the local commuting area shall be required to support this contract. All travel required by the Government outside the local commuting area(s) will be reimbursed to the contractor in accordance with the Federal Travel Regulations (FTR). The contractor shall be responsible for obtaining COR approval (e-mail is required) in advance of each travel event. Travel between U.S. States, U.S. Territories and OCONUS may be required. The contractor shall provide documentation for travel expenses, including receipts, to support travel reimbursement upon request.

**1.7 KICK-OFF MEETING:** The contractor shall attend a Kick-Off Meeting with the CO and the COR no later than seven (7) business days after the date of award. The purpose of the Kick-Off Meeting is to discuss technical and contracting objectives of the statement of work and review the contractor's draft project management plan. The Kick-Off Meeting will be held at the Government's facility located in Washington, DC. Kick-Off meetings for individual TOs may be required.

**1.8 PROJECT MANAGEMENT PLAN:** When directed in individual TOs, the contractor shall be required to prepare a Project Plan for individual TOs, which will be subject to Government review/comment and finalization. This requirement will be specified at the TO level.

**1.9 STATUS REPORTS:** For each TO, the contractor shall provide a monthly status report to the FEMA COR, FEMA TO Monitor, and CO via e-mail. This report shall include a summary of all contractor work performed under this SOW, an assessment of technical progress, schedule status, any travel conducted and any contractor concerns or recommendations for the previous month. Status reports should also include:

- 1.9.1** Overall Progress, major accomplishments, and deliverables for the reporting period, including names of the contractors working the deliverable and hours worked during the reporting period.
- 1.9.2** Any current and foreseeable problems and proposed corrective actions, to include changes in anticipated costs.
- 1.9.3** Reporting period expenditures delineated by deliverable.
- 1.9.4** The status of TO incurred costs (and hours for Time and Materials TOs) versus planned costs (and hours) (burn rate chart). Burn rate information shall be provided on a monthly basis, as well as cumulative, year to date, totals.
- 1.9.5** A summary of tasks to be performed the next reporting period.
- 1.9.6** Earned Value Management reports may be required. This requirement will be specified at the TO level.

## **1.10 STATUS MEETINGS**

**1.10.1** The Project Manager shall meet with the FEMA COR to discuss progress, exchange information and resolve emergent problems and issues. These meetings shall take place on a monthly basis.

**1.10.2** The Task Lead shall meet with the FEMA COR, FEMA TO Monitor and CO to discuss

progress, exchange information and resolve emergent problems and issues. These meetings shall take place at HQ or by conference call on a monthly basis, or more often as specified in the TO.

**1.11 CLOSE-OUT REPORTS:** The contractor, upon completion of TOs or this contract, shall provide a Close-Out Report as follows: an electronic draft copy to the Contract COR, TO COR, and CO within forty-five (45) days from the ending date of the TO, this contract or expenditure of allotted funds. The COR must provide comments to be incorporated and return the draft to the contractor within five (5) business days. Upon receipt of the revised Close-Out Report, the contractor must then have five (5) business days to make corrections and resubmit or constructive acceptance must be assumed. A final copy must be submitted as follows: to the Contract COR, to the TO COR and to the CO.

## **1.12 SECTION 508 COMPLIANCE**

### **Accessibility Requirements (Section 508)**

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

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. The following applicable EIT accessibility standards may be applicable to work produced under various TOs issued under this contract. Specific Accessibility standards will be determined on the TO basis.

### **Section 508 Applicable EIT Accessibility Standards**

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

36 CFR 1194.23 Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches, circuits, etc. that are procured, developed or used by the Federal Government.

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

36 CFR 1194.25 Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. That are procured or developed under this work statement.

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

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

### **1.13 PROTECTION OF INFORMATION**

Contractor access to proprietary information is required under this contract. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive but Unclassified (SBU) Information. SBU includes information categorized by DHS or other Government agencies as: For Official Use Only (FOUS); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other Government agencies to categorize information as sensitive but unclassified. The contractor shall ensure that all contractor personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

- 1.13.1* The contractor shall continue to ensure employees safeguard this information when the new Controlled Unclassified Information (CUI) framework replaces the sensitive, but unclassified (SBU) categorization.
- 1.13.2* The contractor agrees that any violation of the certifications or restrictions of this condition of non-disclosure shall constitute a material and substantial violation of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default.
- 1.13.3* The contractor shall not release any information to the public without prior approval of the TO COR.

### **1.14 INTELLECTUAL PROPERTY**

All contractor developed processes and procedures and other forms of intellectual property developed during this contract shall be Government property.

- 1.14.1* All documentation and electronic data and information collected by the Contractor and generated in support of this contract shall be Government property, and shall be returned to the Government at the end of the performance period or when specified in the TO.

**1.15 GOVERNMENT FURNISHED INFORMATION AND PROPERTY:** The Government will provide one government issued laptop to the Project Manager. Additional Government furnished information and property may be specified at the TO level. All Government property issued must be returned in order for the contractor to receive payment on the final invoice for the IDIQ contract and final invoices on all applicable TOs.

**1.16 CONTRACTOR FURNISHED PROPERTY:** The contractor shall furnish all facilities, materials, equipment, and services to fulfill the requirements of this contract, except for the Government Furnished Property specified in this SOW and any additional contractor furnished property specified at the TO level.

## **2 REQUIREMENTS AND TASK AREAS**

FEMA, NCP, and IPAWS require specific activities and services under the following task areas. Under this contract, the Government may issue Task Orders for the contractor to perform work and meet requirements in the following task areas:

### **2.1 NPWS Sustainment**

Sustainment of NPWS capabilities is critical to the safety and well-being of residents of the United States and their property. The NPWS relies upon a complex arrangement of geographically dispersed emergency operations information technology, and communications equipment at FEMA facilities and private sector radio stations serving as PEP stations. The contractor shall provide support to sustain this equipment and provide assurance that it is available and operable under all conditions. The contractor shall perform the following tasks:

- Provide operational support, including the development of operational plans, training, and exercises to maintain operational posture and readiness of the NPWS in the event of a catastrophic event/emergency
- Maintenance activities including inspections of equipment, including broadcast equipment (e.g., transmitters, audio on-air and production equipment, and monitoring), generators, replacement of fluids and components per manufacturer schedules, and analysis of various fluids and components to determine remaining service life; provide recommendations for repair/replacement and repairing/replacing broadcast, power generation, monitoring, and other related equipment, as necessary
- Complete and coordinate emergency maintenance or repair activities, including coordination with the Government and broadcast stations to procure services and inspect results
- Conduct repair and replacement activities, including receiving, recording, and responding to requests for repair; providing oversight and follow-up for validation of repair activities
- Test activities and support for equipment used in the operation of the NPWS, assistance with regular local or periodic national-level testing, and specialized testing such as High-Altitude Electromagnetic Pulse (HEMP) testing and maintenance, and assistance with exercise events

- Maintain and coordinate the capability for 24X7 monitoring of equipment status, along with procedures for receiving, recording, assessing, and responding to various messages, alerts, and other indicators of equipment malfunction and similar issues
- Coordinate with additional organizations, such as broadcaster organizations, other FEMA organizations, and other governmental organizations responsible for environmental compliance, and keep the Government apprised of status and communications
- Evaluate and provide recommendations for security improvements at the PEP stations, including physical, electronic, configuration, and operations
- Train personnel on the use of NPWS and PEP equipment, including training broadcast station personnel on PEP O&M services and NPWS matters
- Inventory and replenish certain supplies at PEP stations, such as water and food rations
- Reporting status and results of sustainment activities to the Government

## **2.2 Other Operations and Maintenance Support**

IPAWS Program may develop and integrate additional technologies to enhance NPWS capabilities and the program's coverage across the population of the United States. Similarly, IPAWS Program anticipates that certain NPWS components, primarily software and communications systems, that are currently under development will transition to an O&M phase over the next several years. The contractor shall perform activities, such as documentation and meeting support, which cut across all lifecycle phases and NPWS components. The contractor shall assist with planning for sustainment, which will require additional O&M tasks in anticipation of newly integrated technologies. In order to comprehensively assure continued NPWS operability, value, and resilience now and in the future, the contractor shall perform the following:

- Maintain documentation and databases to include asset locations, points of contact, asset particulars (e.g., serial number, manufacturer, manufacture date, etc.), service dates, activity logs, local service providers, approvals and permits, and other related information
- Provide warehouse space (approximately 1,000 sq ft, temperature controlled alarm and controlled access storage) for equipment, which may include items such as pre-fabricated equipment shelters, to be requested and quoted on an as needed basis
- Arrange shipment of spare equipment, parts and supplies to locations in the field, including PEP stations and FEMA operations centers, and arranging shipment back to the warehouse
- Coordinate with the IPAWS contract support staff, including Satellite Communications, as directed by FEMA, for activities such as PEP station site visits, testing and maintenance

- Arrange, organize, present, and facilitate meetings and conferences to review or resolve technical performance, technical issues, coordinate between stakeholders and organizations, validate technical requirements, and other items
- Arrange, oversee, or coordinate conformity with applicable and appropriate National, State, and local codes, when required, for construction, environmental, and operations activities
- Perform technology and software implementation activities as the technology or software transitions to O&M, including installation in DHS and FEMA data centers, software and application configuration, troubleshooting support, user training, and software migration planning and implementation
- Perform technology and software requirements development, including requirements for modifications after the technology or software transitions to O&M along with change control processes, change management, and change planning
- Perform testing processes and activities (e.g., unit testing, acceptance testing, integration testing, and regression testing) for new technology or software transitioning to O&M or that modifies or changes a technology or software already in O&M
- Perform regular technology or software updates, including modifications stemming from Original Equipment Manufacturer (OEM) and software providers in response to problems, feature enhancements, and server and operating system patches
- Perform technology and software disposition in accordance with DHS, National Archives and Records Administration (NARA), and other federal requirements
- Participate in technical meetings between the contractor, the Government, and specific vendors to resolve problems, facilitate understanding of technology and software, discuss requirements, and other issues pertinent to O&M.

### 2.3 PEP Station Decommissioning

PEP Station Decommissioning may be required after the loss of a participating PEP station. Two configurations of PEP Stations are currently included in the NPWS: Expansion and Legacy. The Expansion and Legacy PEP stations come in a variety of configurations; however, the Expansion PEP stations were built from 2009-2014 and are composed of modular building components, generators and above ground fuel storage systems. Legacy PEP Stations were individually built 20+ years ago and may include radiation fallout shelters as additions to radio station buildings, stand-alone “bunkers”, and various configurations of generators and fuels storage systems. Therefore, the contractor shall support all associated decommissioning activities to include removal of modular building components, demolishing standalone structures or “bunkers”, removal of fencing, underground or above ground fuel storage tanks and equipment, removal and mitigate environmental contamination, repair landscape areas impacted, and dispose of and/or provide temporary storage of excess equipment and modular building structures. In some cases it may be determined by the IPAWS Program to “abandon in place” some legacy

structures/equipment. Scope and intent for each PEP Station decommissioning will be designated at the Task Order level.

Decommissioning PEP Stations shall require contractors to perform tasks in the following areas:

- Provide planning and mobilization support for decommissioning a PEP station no longer participating in the program, to include all activities necessary for returning the site to its pre-construction condition
- Provide design criteria for facility construction and installation, developing preliminary and final system designs, preparing operational and maintenance plans, developing preliminary implementation plans, and developing other documentation
- Manage and develop recommendations specific to construction activities, including for procurement of materials, components, and services required to expand capabilities, including PEP stations, as required
- Plan activities such as arranging permitting and approvals, completing maps and drawings, recording any required data (e.g., occupation, resource utilization, etc.), relaying or providing notifications for site stakeholders, owners, and interested organizations such as Primary Entry Point Advisory Council (PEPAC).
- Manage, oversee, and/or execute site preparation activities, construction of necessary structures, or repair of existing structures and equipment, including providing project management plans, cost estimates, surveying services, communications planning between organizations, obtaining approvals and permits, restoration to property after accidental damage, and validation of completeness
- Track all work performed and work planned at various locations, including identification of locations, descriptive elements about work performed, any special requirements encountered, record of materials and equipment installed, and other items
- Test the NPWS capabilities at the newly constructed PEP station facility according to the Standard Operating Procedures (SOPs) and requirements developed by FEMA IPAWS
- Provide technical and subject matter expert assistance in all phases of engineering, design, and installation

#### **2.4 PEP Station Construction**

Constructing new radio stations in to the NPWS as PEP Stations may be required to restore population coverage requirements, especially after an existing station has left the program. Constructing any new PEP Stations will be further defined by a detailed Task Order for each new PEP Station location. Work required to construct a new PEP Station will be dependent on the location and status of existing structures at the chosen existing private sector radio station but generally the contractor must be capable of supporting all associated commissioning activities to include site survey and design for construction or placement of modular buildings, procurement

of any associated equipment, systems, modular buildings as required; procurement, installation and integration of power generators, fuel storage systems, back up transmitters, and integration of the new equipment into the existing stations operational equipment. Scope and intent for each new PEP Station Construction will be designated at the Task Order level.

The contractor shall perform tasks in the following areas:

- Provide planning and mobilization support for constructing a PEP station to include all activities necessary to install, construct, and deploy and activate a new operational PEP Station.
- Provide design criteria for facility construction and installation, developing preliminary and final system designs, preparing operational and maintenance plans, developing preliminary implementation plans, and developing other documentation
- Manage and develop recommendations specific to construction activities, including for procurement of materials, components, and services required to expand capabilities, including PEP stations, as required
- Plan activities such as arranging permitting and approvals, completing maps and drawings, recording any required data (e.g., occupation, resource utilization, etc.), relaying or providing notifications for site stakeholders, owners, and interested organizations such as PEPAC
- Manage, oversee, or execute site preparation activities, construction of necessary structures, or repair of existing structures and equipment, including providing project management plans, cost estimates, surveying services, communications planning between organizations, obtaining approvals and permits, restoration to property after accidental damage, and validation of completeness
- Track all work performed and work planned at various locations, including identification of locations, descriptive elements about work performed, any special requirements encountered, record of materials and equipment installed, and other items
- Test the NPWS capabilities at the newly constructed PEP station facility according to the standard operating procedures (SOPs) and requirements developed by FEMA IPAWS Program
- Provide technical and subject matter expert assistance in all phases of engineering, design, and installation

## 2.5 PEP Station Modernization

Currently, the NPWS includes PEP Stations in a legacy configuration in which may contain a combination of legacy equipment and facilities, newer equipment and facilities, and equipment and facilities that are under development. IPAWS has undertaken an effort to modernize certain elements of legacy equipment and facilities in order to enhance their capability and resilience by aligning them to a current design standard. The contractor shall support requirements and

perform tasks in the following areas:

- Assess existing operations, equipment, and installations and determining the operational and technical gap between its current state and the desired state in accordance with current design and operational standard then formulating a plan, including schedule and cost, to bring the legacy operations, equipment, and installations up to the requirements provided by FEMA IPAWS; this includes making recommendations for specific modernization activities or efforts
- Review the current design standard against existing operations, equipment, and installations and developing a design standard that better meets the requirements provided by FEMA IPAWS
- Tailor the design standard to the unique requirements for operations, equipment, and installations based upon its location, accounting, for example, for constraints due to geography or local codes
- Manage, oversee, or execute modernization activities, including providing project management plans, cost estimates, surveying services, communications planning between organizations, obtaining approvals and permits, restoration to property after accidental damage, and validation of completeness
- Provide design criteria for preliminary and final system designs, prepare operational and maintenance plans, developing preliminary implementation plans, and developing other documentation as modernization activities progress
- Plan activities such as arranging permitting and approvals, complete maps and drawings, record any required data (e.g., occupation, resource utilization, etc.), relay or provide notifications for site stakeholders, owners, and organizations such as the PEPAC
- Track of all work performed and work planned at various locations, including identification of locations, descriptive elements about work performed, any special requirements encountered, record of materials and equipment installed, and other items
- Provide technical and subject matter expertise in all phases of engineering, design, and installation

## 2.6 Environmental and Historic Preservation

Prior to construction for Decommissioning, Constructing, and some maintenance and modernization activities, sites must undergo an environmental and historic preservation assessment to ensure that the FEMA construction does not produce an adverse impact. FEMA has an Office of Environmental and Historic Preservation headquarters and regional representatives. However, given the volume of reviews required for the FEMA projects, FEMA requires additional contractor support to work with FEMA staff, and in some cases,

State staff to expedite the environmental and historic reviews. The contractor shall provide environmental support, including:

- Apply the requirements of the National Environmental Policy Act (NEPA, 1970)
- Prepare required documentation and letters for approval
- Coordinate with organizations, such as governmental organizations responsible for environmental compliance
- Conduct a site visit and provide a Phase I Environmental Site Assessment (ESA) report
- Periodic reporting to IPAWS Program Manager on status and communications

### 3 Deliverables

#### DELIVERABLES FOR TASK ORDERS

a) **Deliverables.**

The contractor shall provide deliverables to the Government that shall include but are not limited to the following:

- i) **PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS:** Performance and Payment Bonds must be submitted to the Contracting Officer within ten (10) calendar days after receipt of the Notice of Award. Bonds must be prepared on Government forms (see FAR 28.106-1, Bonds & Bond-related forms) and must be executed in accordance with the instructions.
- ii) **WORK PROGRESS SCHEDULE:** The contractor shall prepare a Work Progress Schedule required for completion of each of the various divisions of work. Updated plans showing work progress (hardcopy and formatted diskette or CD, or e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided monthly. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed.
- iii) **MATERIALS SUBMITTAL SCHEDULE:** Within ten (10) calendar days after award of a task order, the contractor shall submit a schedule of shop drawings and manufacturer specifications to the COR for approval with a copy to the Contracting Officer. The contractor's schedule for shop drawings and manufacturer's information shall identify dates for delivery or specific shop drawings and manufacturer's information required under each section.
- iv) **SCHEDULE OF VALUES:** Within ten (10) calendar days after Notice of Award of a task order, the contractor shall submit a Schedule of Values (SOV) to the Contracting Officer that will be utilized to process monthly invoices. The SOV shall detail easily discernible divisions of work required to units such as pounds or square feet.

- v) **CERTIFICATES OF COMPLIANCE:** The contractor shall furnish in triplicate any manufacturer's certificates required for demonstrating proof of compliance of materials with technical specification requirements in this contract. Each certificate shall be signed by an authorized officer of the manufacturing company and shall contain the name and address of the contractor, the project name, location, and quantity and dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificate shall contain the name and address of the testing laboratory and the date of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.
- vi) **SHOP DRAWINGS:** The contractor shall furnish shop drawings for approval, that consist of illustrations, schedules, performance charts, instructions, brochures, diagrams, drawings and other information to illustrate and/or demonstrate compliance to the applicable sections of the technical specifications. Submit two (2) copies of all shop drawings. One (1) copy of the drawings shall be provided to the Contracting Officer with one provided to the COR. Please refer to Section G of each task order for mailing addresses of the CO and COR. Identify each item submitted using applicable specification section number and paragraph reference or drawing reference.
- vii) **AS BUILT DRAWINGS:** The contractor shall provide detailed design and as-built drawings in AutoCAD and in PDF format. They shall include details of location of work and existing site conditions. The contractor shall maintain a complete set of construction documents for the exclusive purpose of recording "as constructed" changes to the documents. Such changes shall be marked in red ink in the proper area of each affected drawing. Changes shall be marked as they occur. The contract is not complete until these As-Built Drawings are accepted COR. Provide all Operations and Maintenance Manuals for all equipment used in this project. After acceptance, a minimum of two (2) full size hard copies and two (2) CD-ROM containing both PDF and DWG files shall be provided to the COR.
- (a) **PREPARATION OF AS-BUILT DRAWINGS.** Upon completion of each task order under this contract, the contractor shall prepare and furnish As-Built drawings to the contracting officer. The as-built drawings shall be a record of the construction as installed and completed by the contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the contractor shall furnish revised and/or additional drawings and drawing files as required depicting final as-built conditions. The requirements for these additional drawings shall be the same as for the as-built drawings specified in this paragraph.

- (b) **FINAL AS-BUILT DRAWING.** The contractor shall update the digital contract drawing files to reflect the approved final as-built conditions and shall furnish those updated drawing files and plots of the final as-built drawings to the contracting officer.
- (1) Existing digital drawing files shall be updated to reflect as-built conditions. Independent drawing files containing only as-built information are not acceptable. The modifications shall be made by additions and deletions to the original drawing files, and where additional drawings are necessary, they shall be developed in individual digital files for each new drawing. All additions and corrections to the contract drawing files shall be clear and legible, and shall match the adjacent existing line work and text in type, size, weight, and style. New or revised information placed into the design files shall be placed on the levels and in the colors used for placement of the corresponding initial data. Similarly, the drawing size, title block, and general format of new drawings shall be consistent with the format established by the original drawings.
  - (2) The contractor shall check all final as-built drawing files for accuracy, conformance to the initial drawing scheme and the above instructions. The COR will review the drawings and drawing files for conformance to these standards.
  - (3) The contractor shall furnish the digital as-built drawing files in an AutoCAD. The drawings shall also be submitted in PDF format. The Government will only accept the final product for full operation, without conversion or reformatting, in these formats.
  - (4) Digital drawing files shall be furnished to the COR on CD-ROM or other digital media format as approved by the COR. A transmittal sheet containing the name of the files, the date of creation, the CD-ROM number, and a short description of the contents, shall accompany the CD-ROM.
  - (5) Two (2) complete sets of the updated final record copy digital drawing files and one (1) paper plots or copies of the final record drawings shall be delivered to the contracting officer within 30 calendar days of approval of the preliminary as-built drawings. If upon review of the final as-built drawings, errors or omissions are found, the drawings and drawing files will be returned to the contractor for corrections. The contractor shall complete the corrections and return both the digital files and the as-built prints to the contracting officer within ten (10) calendar days.
  - (6) Final corrected as-built drawings shall also be submitted to the appropriate Local authorities as specified elsewhere in the Statement of Work.
- viii) **MATERIAL SAFETY DATA SHEETS:** In accordance with the Mt Weather Policy, material safety data sheets for all chemicals used by the contractor shall be submitted to the COR for approval prior to on-site use. The Contractor shall keep a copy of all approved MSDS on-site.

- ix) **SUBMITTALS:** The following shall be submitted by the contractor to the COR for additional approval, prior to the installation of any materials referenced by the technical sections herein, unless otherwise noted.
- (a) **PREPARATION OF MATERIAL APPROVAL SUBMITTALS:** The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, FAR 52.236-5. Submittals shall be given a distinct identification system by Contract Line Item Number (CLIN) if multiple CLINS are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification.
  - (b) **SAMPLES:** The contractor shall furnish samples of materials for approval, as required by the applicable sections of the technical specifications.
  - (c) **DESCRIPTIVE DATA:** The contractor shall furnish the manufacturer's descriptive data, installation instructions, and maintenance instructions, for approval, as required by the applicable sections of the technical specifications.
  - (d) **TEST REPORTS:** The contractor shall furnish copies of test reports for approval, as required by the applicable sections of the technical specifications.

(X) **QUALITY CONTROL PLAN:**

- (a) **General.** The contractor shall furnish for review by the Government, a final Contract Quality Control Plan not later than seven (7) calendar days after the notice of contract award, the Contractor Quality Control Plan. One original and one (1) copies of the QCP shall be furnished. The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC plan.
- (b) **Payment.** Separate payment will not be made for providing and maintaining an effective quality control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the contract.
- (c) **Content of the CQC Plan.** The CQC plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:
  - (1) A description of the Quality Control Organization
  - (2) The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function
  - (3) A copy of the letter to the CQC system manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC system manager

ATTACHMENT 2

HSFE50-15-D-0291

CACI-ISS INC. Labor Rates for Time and Materials/Sustainment

Suggested Labor Category	Base Year	Option Yr 1	Option Year 2	Option Year 3	Option Year 4
	Hourly Rate				
Program Manager	\$ (b)(4)				
Log Specialist, Sr	\$ (b)(4)				
Consultant	\$ (b)(4)				
Analyst	\$ (b)(4)				
Test Engineer	\$ (b)(4)				
Doc Specialist II	\$ (b)(4)				
SW Engineering Analyst	\$ (b)(4)				
Engineer	\$ (b)(4)				
Program Control Analyst, Principal	\$ (b)(4)				
Other Direct Costs/Travel	\$ (b)(4)				
Indirects on ODCs/Travel	\$ (b)(4)				
<b>Total/Year</b>	<b>\$ (b)(4)</b>				

Labor Rates for Construction will be issued under Individual Task Orders.

- (4) Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors' QC, offsite fabricators, suppliers, and purchasing agents
  - (5) Control, verification, and acceptance testing procedures
  - (6) Procedures for tracking construction deficiencies from identification through acceptable corrective action
- (d) **Acceptance.** The Contracting Officer will review and accept/reject the Contract Quality Control Plan within fourteen (14) calendar days of receipt.

Contractors shall submit the following deliverables under this contract. Where noted, some deliverables are specific to an individual TO. In addition, any TO may include deliverables that are specific to the individual TO and in addition to the deliverables described below.

Item	Approval Required	Draft Due Date	Final Due Date
<b>Kick-Off Meeting</b>	No	N/A	7 business days after contract award
<b>Project Management Plan</b>	Yes	Draft due 5 days after contract award	30 days after contract award
<b>Contract Closeout Report</b>	No	N/A	15 days after the completion of the TO/IDIQ

Page 220

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 221

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 222

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 223

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 224

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 225

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 226

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 227

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 228

Withheld pursuant to exemption

(b)(4) ; (b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

Page 229

Withheld pursuant to exemption

(b)(3):41 U.S.C. § 253b(m)(1)

of the Freedom of Information and Privacy Act

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P0001	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. WX01604Y2015T		5. PROJECT NO.(If applicable)		
6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MT. WEATHER EMERGENCY OPERATIONS CENTER ATTN: MS. LORI L. SMITH/(540)542-2307 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135-2006	CODE 5845	7. ADMINISTERED BY (If other than Item 6)		CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CACI-ISS, INC.  14370 NEWBROOK DRIVE  CHANTILLY VA 20151	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291  10B. DATED (SEE ITEM 13) 09-02-2015
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**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 TO THE BASIC CONTRACT IN THE AMOUNT OF \$152,975.71.  
 THESE FUNDS WILL BE ALLOCATED TO SPECIFIC TASK ORDER(S) DURING THE BASE YEAR OF THE CONTRACT.  
 ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN UNCHANGED. END OF MODIFICATION NO. P0001 TO CONTRACT NO. HSFE50-15-D-0291.

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) KRISTIN WRIGHT CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Kristin Wright</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/11/15

CONTINUATION PAGE

**A.1 PRICE/COST SCHEDULE**

ITEM DESCRIPTION OF NO. SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
0001 National Publis Warning System, decommissioing, Construction, Modernization, and Environmental and Historic Preservation Support Services. Funds in the amount of (b)(4) are hereby obligated to the basic contract HSFE50-15-D-0291, (WX01604Y2015T), and will be allocated to Task Orders issued under this contract. As a result, this modification has increased by (b)(4) from \$1.00 to now read (b)(4)	1.00 Lot	(b)(4)	(b)(4)
FUNDING/REQ NO:	1:	(b)(4)	WX01604Y2015T
GRAND TOTAL ---			\$152,975.71 =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2015-90-A215-P350--2595-D	WX01604Y2015T F	\$152,975.71

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1 CONTRACT ID CODE

PAGE

OF PAGES

1

1

2 AMENDMENT/MODIFICATION NO.  
P0002

3 EFFECTIVE DATE  
10/2/2015

4 REQUISITION/PURCHASE REQ. NO.

5 PROJECT NO. (If applicable)

6 ISSUED BY CODE

5845

7 ADMINISTERED BY (If other than Item 6)

CODE

Same as Block 6

FEDERAL EMERGENCY MANAGEMENT AGENCY  
MT. WEATHER EMERGENCY OPERATIONS CENTER  
ATTN: Lori Smith 540-542-2307  
19844 BLUE RIDGE MOUNTAIN ROAD  
MT WEATHER VA 20135

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

CACI-ISS, INC.

14370 NEWBROOK DRIVE  
CHANTILLY VA 20151

(X)

9A AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO.  
HSFE50-15-D-0291

10B DATED (SEE ITEM 13)  
09-02-2015

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 Page 2

**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 administrative, no-cost modification is to incorporate the attached DD254 into the contract.

All other terms and conditions remain unchanged and in full force and effect.

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)

KRISTIN WRIGHT  
CONTRACTING OFFICER

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

16B UNITED STATES OF AMERICA

16C DATE SIGNED

(Signature of person authorized to sign)

BY *Kristin Wright*  
(Signature of Contracting Officer)

10/2/2015

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

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2. AMENDMENT/MODIFICATION NO.  
P00003

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.  
WX00453Y2015T

5. PROJECT NO.(if applicable)

6. ISSUED BY CODE

5845

7. ADMINISTERED BY (if other than Item 6)

CODE

FEDERAL EMERGENCY MANAGEMENT AGENCY  
MT. WEATHER EMERGENCY OPERATIONS CENTER  
ATTN: MS. LORI L. SMITH/(540)542-2307  
19844 BLUE RIDGE MOUNTAIN ROAD  
MT WEATHER VA 20135-2006

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

CACI-ISS, INC.

14370 NEWBROOK DRIVE  
CHANTILLY VA 20151

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
HSFE50-15-D-0291

10B. DATED (SEE ITEM 13)  
09-02-2015

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:

D. OTHER (Specify type of modification and authority)

X IN ACCORDANCE WITH THE TERMS OF THE CONTRACT

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 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 TO THE BASIC CONTRACT IN THE AMOUNT OF \$871,196.57.

THESE FUNDS WILL BE ALLOCATED TO A SPECIFIC TASK ORDER(S) DURING THE BASE YEAR OF THE CONTRACT.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN UNCHANGED. END OF MODIFICATION NO. P00003 TO CONTRACT NO. HSFE50-15-D-0291.

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)

KRISTIN WRIGHT  
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

*Kristin Wright*  
(Signature of Contracting Officer)

11/16/2015

**A.1 PRICE/COST SCHEDULE**

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	National Public Warning System, Decommissioning, Construction, Modernization, and Environmental and Historic Preservation Support Services.	1	Lot	(b)(4)	(b)(4)
<p>Funds in the amount of (b)(4) are hereby obligated to the basic contract HSFE50-15-D-0291, (WX00453Y2016T), and will be allocated to Task Order(s) issued under this contract.</p> <p>As a result, this modification has increased by (b)(4) from (b)(4) to now read (b)(4).</p>					

GRAND TOTAL ---                     \$871,196.57  
 =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2016-90-A215-P350--2595-D	WX00453Y2016T F	\$871,195.57

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2

2. AMENDMENT/MODIFICATION NO P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO WX01402Y2016T	5. PROJECT NO. (If applicable)
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6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CENTER ATTN LORI SMITH (540) 542-2307 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135-2006	CODE 5845	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6.	CODE FEMA MW
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN: CHRISTINE RONISVALLE 14370 NEWBROOK DRIVE CHANTILLY, VA 20151	(x)	9A. AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO HSFE50-15-D-0291
		10B. DATED (SEE ITEM 13) 09/02/2015

CODE 616205675	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) 2016-90-A215-P350--2595	Net Increase:	\$1,000,000.00
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IN ACCORDANCE WITH THE TERMS OF THE CONTRACT

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 to the basic contract in the amount of \$1,000,000.00.

These funds will be allocated to a specific Task Order(s) during the base year of the contract.

All other terms and conditions of this contract shall remain unchanged.

End of Modification No. P00004 to Contract No. HSFE50-15-D-0291.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lori L. Smith, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 03/02/2016

NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001A	<p>Organization: P350 Object Class: 2595 Fund Type: D            FOB: Destination            Period of Performance: 09/04/2015 to 09/03/2016</p> <p>Add Item 0001A as follows:</p> <p>National Public Warning System, Decommissioning, Construction, Modernization, and Environmental and Historic Preservation Support Services.</p> <p>Funds in the amount of \$1,000,000.00 are hereby obligated to the basic contract HSFE50-15-D-0291, (WX01402Y2016T), and will be allocated to Task Order(s) issued under this contract.</p> <p>As a result, this modification has increased by (b)(4) from (b)(4) to now read (b)(4)</p> <p>Obligated Amount: \$1,000,000.00</p>	1	LT	(b)(4)	(b)(4)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 06/28/2016	4. REQUISITION/PURCHASE REQ. NO. WX03261Y2016T	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CENTER ATTN LORI L. SMITH (540) 542-2307 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135-2006	CODE 5845	7. ADMINISTERED BY (If other than Item 6) FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CENTER 19844 BLUE RIDGE MOUNTAIN RD MT WEATHER VA 20135-2006	CODE FEMA MW
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN: Mr. Michael Cook, Contracts Manager, (703) 679-4693 14370 Newbrook Drive Chantilly, VA 20151		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 616205675	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291	10B. DATED (SEE ITEM 13) 09/02/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2016-90-A215-P350--2595 Net Increase: \$1,397,503.00

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

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

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.)

DUNS Number: 616205675

The purpose of this modification is to obligate funding to the basic contract in the amount of \$1,397,503.00.

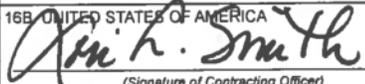
These funds will be allocated to a specific Task Order(s) within 12 months of this funding action.

All other terms and conditions of this contract shall remain unchanged.

End of Modification No. P00005 to Contract No. HSFE50-15-D-0291.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Lori L. Smith	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lori L. Smith
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/28/2016

**CONTINUATION SHEET**

REFERENCE NUMBER OF DOCUMENT BEING CONTINUED  
 HSF50-15-D-0291/P00005

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 2 2

NAME OF OFFEROR OR CONTRACTOR  
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001B	<p>Delivery Location Code: FEMA                      FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>BFY: 2016 Fund Code: 90 Program: A215                      Organization: P350 Object Class: 2595 Fund Type: D                      FOB: Destination                      Period of Performance: within 12 months of this                      funding action</p> <p>Add Item 0001B as follows:</p> <p>The purpose of this modification is to obligate                      funding to the basic contract in the amount of                      \$1,397,503.00.</p> <p>As a result, this modification has increased                      the total amount funded under this contract by                      (b)(4) from (b)(4) to now read                      (b)(4)                      Obligated Amount: \$1,397,503.00</p>		LT	(b)(4)	(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES  
1 1

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
P00006 See Block 16C N/A

6. ISSUED BY CODE 5845 7. ADMINISTERED BY (If other than Item 6) CODE FEMA MW  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
MT WEATHER EMERGENCY OPERATIONS CENTER  
ATTN: MS LORI SMITH (540) 542-2307  
19844 BLUE RIDGE MOUNTAIN ROAD  
MT WEATHER VA 20135-2006  
SEE BLOCK 6.

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
CACI-ISS INC  
ATTN: MICHAEL COOK, CONTRACTS MANAGER  
14370 NEWBROOK DRIVE  
CHANTILLY, VA 20151  
9A. AMENDMENT OF SOLICITATION NO. (x)  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. X  
HSFE50-15-D-0291  
10B. DATED (SEE ITEM 13)  
09/02/2015  
CODE 616205675 FACILITY CODE

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

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

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT  
ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,  
appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X IN ACCORDANCE WITH FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT

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 administrative, no cost modification is to exercise Option Year 1 of  
the contract, in accordance with Clause H.12 OPTION PERIODS.

CLAUSE F.2 EFFECTIVE PERIOD OF CONTRACT, is modified as follows:

PERIOD FROM TO  
Option Year 1 09/04/2016 09/03/2017

All other terms and conditions of this contract shall remain unchanged.

End of Modification No. P00006 to Contract No. HSFE50-15-D-0291.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Michael Cook, Contracts Manager Lori L. Smith  
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 15E. DATE SIGNED  
Lori L. Smith 8/10/16 Lori L. Smith 8/10/2016  
(Signature of person authorized to sign) (Signature of Contracting Officer)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WX04595Y2016T	5. PROJECT NO. (If applicable)	
6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CENTER ATTN: LORI SMITH (540) 542-2307 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135-2006	CODE 5845	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6.	CODE FEMA MW	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN: MR. MICHAEL COOK 14370 NEWBROOK DRIVE CHANTILLY VA 20151-4206		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 616205675 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291	10B. DATED (SEE ITEM 13) 09/02/2015	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$162,478.36  
2016-78-P111-P350--2595

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

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

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.)**

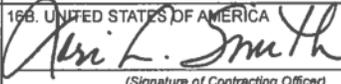
DUNS Number: 616205675  
The purpose of this modification is to obligate funding to the basic contract in the amount of \$162,478.36.

These funds will be allocated to a specific Task Order(s) within 12 months of this funding action.

All other terms and conditions of this contract shall remain unchanged.

End of Modification No. P00007 to Contract No. HSFE50-15-D-0291.  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lori L. Smith	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/26/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSFE50-15-D-0291/P00007

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NAME OF OFFEROR OR CONTRACTOR  
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001C	<p>FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>BFY: 2016 Fund Code: 78 Program: P111                      Organization: P350 Object Class: 2595 Fund Type: D                      FOB: Destination                      Period of Performance: within 12 months of                      this funding action.</p> <p>Add Item 0001C as follows:</p> <p>National Public Warning System, Decommissioning,                      Construction, Modernization, and Environmental                      and Historic Preservation Support Services</p> <p>The purpose of this modification P00007 is to                      obligate funding to the basic contract in the                      amount of \$162,478.36.</p> <p>As a result, this modification has increased                      the total amount funded under this contract by                      (b)(4) from (b)(4) to now read                      (b)(4)</p> <p>Obligated Amount: \$162,478.36</p> <p style="text-align: right;">Total:</p>	1	LT	(b)(4)	(b)(4)
					\$162,478.36

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WX05402Y2016T	5 PROJECT NO. (If applicable)
6 ISSUED BY MT WEATHER FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CE ATTN KRISTIN WRIGHT 540-542-5284 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135	CODE 5845	7. ADMINISTERED BY (If other than Item 6) FEMA MW FEDERAL EMERGENCY MANAGEMENT AGENCY 19844 BLUE RIDGE MOUNTAIN RD MT WEATHER VA 20135	CODE FEMA MW
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATTN CACI-ISS INC ATTN LEGAL DIVISION 72147 FOR SAM CORRES 14370 NEWBROOK DRIVE CHANTILLY VA 201514206		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291	
		10B. DATED (SEE ITEM 13) 09/02/2015	
CODE 616205675	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
2016-90-A213-P340--3150 Net Increase: \$397,400.00

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

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

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.)

DUNS Number: 616205675

The purpose of this modification is 1) to obligate funding to the basic contract in the amount of \$397,400.00, and 2) to change the Contracting Officer and Contracting Officer's Representative (COR) shown in Clause G.2.

The total amount funded to this this contract is hereby increased from (b)(4) by (b)(4) to (b)(4). Funds obligated to this contract will be allocated to a specific Task Order at a later date.

Clause G.2 IDENTIFICATION OF GOVERNMENT OFFICIALS, is replace in its entirety with the attached clause.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin Wright	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA KRISTIN S WRIGHT (Signature of Contracting Officer)	16C. DATE SIGNED 9/18/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE50-15-D-0291/P00008

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NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions of this contract shall remain unchanged.</p> <p>End of Modification No. P00004 to Contract No. HSFE50-15-D-0291. Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>Period of Performance: 09/04/2015 to 09/03/2017</p> <p>Add Item 0001D as follows:</p>				
0001D	<p>NPWS Funding</p> <p>Accounting Info: 2016-90-A213-P340--3150 BFY: 2016 Fund Code: 90 Program: A213 Organization: P340 Object Class: 3150 Fund Type: D Funded: (b)(4)</p> <p>Add Item 0001E as follows:</p>				(b)(4)
0001E	<p>NPWS Funding</p> <p>Accounting Info: 2016-90-A212-P330--2595 BFY: 2016 Fund Code: 90 Program: A212 Organization: P330 Object Class: 2595 Fund Type: D Funded: (b)(4)</p> <p>Add Item 0001F as follows:</p>				(b)(4)
0001F	<p>NPWS Funding</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 2016-90-A213-P340--2595 BFY: 2016 Fund Code: 90 Program: A213 Organization: P340 Object Class: 2595 Fund Type: D Funded: (b)(4)</p> <p>Add Item 0001G as follows: Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE50-15-D-0291/P00008

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001G	NPWS Funding Obligated Amount: (b)(4)  Accounting Info: 2016-90-A201-P310--3150 BFY: 2016 Fund Code: 90 Program: A201 Organization: P310 Object Class: 3150 Fund Type: D Funded: (b)(4)				(b)(4)
	Add Item 0001H as follows:				
0001H	NPWS Funding Obligated Amount: (b)(4)  Accounting Info: 2016-90-A201-P310--2595 BFY: 2016 Fund Code: 90 Program: A201 Organization: P310 Object Class: 2595 Fund Type: D Funded: (b)(4)				(b)(4)

## **G.2 IDENTIFICATION OF GOVERNMENT OFFICIALS**

The Government Officials assigned to this contract are as follows:

### **Administrative Contracting Officer:**

Name: Kristin Wright  
Phone: 540-542-5284  
Email: Kristin.Wright@fema.dhs.gov

### **Contracting Officer's Representative:**

Name: Herman Perry  
Phone: 202-646-3176  
Email: Herman.Perry@fema.dhs.gov

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: WX05461Y2016T  
 PAGE OF PAGES: 1 / 2

2. AMENDMENT/MODIFICATION NO.: P00009  
 3. EFFECTIVE DATE: See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.: WX05461Y2016T  
 5. PROJECT NO. (If applicable):

6. ISSUED BY: MT WEATHER  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 MT WEATHER EMERGENCY OPERATIONS CE  
 ATTN KRISTIN WRIGHT 540-542-5284  
 19844 BLUE RIDGE MOUNTAIN ROAD  
 MT WEATHER VA 20135  
 CODE: 5845  
 7. ADMINISTERED BY (If other than Item 6): FEMA MW  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 19844 BLUE RIDGE MOUNTAIN RD  
 MT WEATHER VA 20135  
 CODE: FEMA MW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code):  
 ATTN CACI-ISS INC  
 ATTN MICHAEL COOK  
 14370 NEWBROOK DRIVE  
 CHANTILLY VA 201514206  
 CODE: 616205675 FACILITY CODE:  
 9A. AMENDMENT OF SOLICITATION NO.: (x)  
 9B. DATED (SEE ITEM 11):  
 10A. MODIFICATION OF CONTRACT/ORDER NO.: X HSF50-15-D-0291  
 10B. DATED (SEE ITEM 13): 09/02/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 2016-90-A215-P350--2595 Net Increase: \$800,000.00

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

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

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.)

DUNS Number: 616205675  
 The purpose of this modification is to obligate funding to the basic contract in the amount of \$800,000.00. The total amount funded to this this contract is hereby increased from (b)(4) by (b)(4) to (b)(4). Funds obligated to this contract will be allocated to a specific Task Order at a later date.

All other terms and conditions of this contract shall remain unchanged.  
 BFY: 2016 Fund Code: 90 Program: A215  
 Organization: P350 Object Class: 2595 Fund Type: D  
 Period of Performance: 09/04/2015 to 09/03/2017

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

15A. NAME AND TITLE OF SIGNER (Type or print):  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Kristin Wright  
 15B. CONTRACTOR/OFFEROR: (Signature of person authorized to sign)  
 15C. DATE SIGNED:  
 16B. UNITED STATES OF AMERICA: KRISTIN S WRIGHT (Signature of Contracting Officer)  
 16C. DATE SIGNED: 09/27/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE50-15-D-0291/P00009

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NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001I	Add Item 0001I as follows:  NPWS Funding  NPWS Funding Obligated Amount: \$800,000.00				(b)(4)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. WX05504Y2016T	
6. ISSUED BY MT WEATHER FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CE ATTN KRISTIN WRIGHT 540-542-5284 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135		CODE 5845		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) FEMA MW FEDERAL EMERGENCY MANAGEMENT AGENCY 19844 BLUE RIDGE MOUNTAIN RD MT WEATHER VA 20135		CODE FEMA MW	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATTN CACI-ISS INC ATTN LEGAL DIVISION 72147 FOR SAM CORRES 14370 NEWBROOK DRIVE CHANTILLY VA 201514206		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291	
				10B. DATED (SEE ITEM 13) 09/02/2015	
CODE 616205675		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$657,097.80  
2016-90-A201-P310--2595

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

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

**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.)**

DUNS Number: 616205675

The purpose of this modification is to obligate funding to the basic contract in the amount of \$657,097.80. The total amount funded to this this contract is hereby increased from (b)(6) by (b)(4) to (b)(4) Funds obligated to this contract will be allocated to a specific Task Order at a later date.

All other terms and conditions of this contract shall remain unchanged.

BFY: 2016 Fund Code: 90 Program: A201

Organization: P310 Object Class: 2595 Fund Type: D

Period of Performance: 09/04/2015 to 09/03/2017

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin Wright	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA KRISTIN S WRIGHT (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE50-15-D-0291/P00010

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NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001J	Add Item 0001J as follows:  IPAWS NPWS Obligated Amount: \$657,097.80				(b)(4)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

P00011

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

5845

7. ADMINISTERED BY (If other than Item 6)

CODE

FEMA MW

MT WEATHER  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
MT WEATHER EMERGENCY OPERATIONS CE  
ATTN MATT ELDEN  
19844 BLUE RIDGE MOUNTAIN ROAD  
MT WEATHER VA 20135

FEMA MW  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
19844 BLUE RIDGE MOUNTAIN RD  
MT WEATHER VA 20135

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

ATTN CACI-ISS INC  
ATTN LEGAL DIVISION 72147 FOR SAM CORRES  
14370 NEWBROOK DRIVE  
CHANTILLY VA 201514206

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
HSFE50-15-D-0291

10B. DATED (SEE ITEM 13)

CODE 616205675

FACILITY CODE

09/02/2015

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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.)

DUNS Number: 616205675

The purpose of this modification (P00011) is to exercise Option Period #2 with a Period of Performance of 9/4/17 to 9/3/18. No funding obligated per this modification.

All other terms and conditions of this contract shall remain unchanged.

DO/DPAS Rating: NONE

Period of Performance: 09/04/2015 to 09/03/2018

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Matthew R. Elden
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	11 Sept 2017

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY MT WEATHER FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CE ATTN MATT ELDEN 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135	CODE 5845	7. ADMINISTERED BY (If other than Item 6) FEMA MW FEDERAL EMERGENCY MANAGEMENT AGENCY 19844 BLUE RIDGE MOUNTAIN RD MT WEATHER VA 20135	CODE FEMA MW
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATTN CACI-ISS INC ATTN LEGAL DIVISION 72147 FOR SAM CORRES 14370 NEWBROOK DRIVE CHANTILLY VA 201514206		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 616205675		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291	
			10B. DATED (SEE ITEM 13) 09/02/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

DUNS Number: 616205675

The purpose of this modification (P00012) is to add CLIN 0001K to adapt for PRISM non-functionality with regards to executing Task Orders. No funding obligated per this modification.

All other terms and conditions of this contract shall remain unchanged.

DO/DPAS Rating: NONE

Delivery: 09/03/2018

Delivery Location Code: FEMA

FEMA

FEDERAL EMERGENCY MANGEMENT AGENCY

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Matthew R. Elden	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <b>MATTHEW R ELDEN</b> (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2017

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE50-15-D-0291/P00012

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2 2

NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001K	500 C STREET SW WASHINGTON DC 20472  FOB: Destination Period of Performance: 09/04/2015 to 09/03/2018  Add Item 0001K as follows:  NPWS Sustainment Obligated Amount: \$0.00 Product/Service Code: R408 Product/Service Description: SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT		LO	0.00	0.00

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MOUNT WEATHER EMERGENCY OPERATIONS CENTER ATTN: THOMAS CROUCH, 540-542-7007 19844 BLUE RIDGE MOUNTAIN ROAD MOUNT WEATHER, VA 20135-2006	7. ADMINISTERED BY (If other than Item 6) CODE
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATTN CACI-ISS INC ATTN LEGAL DIVISION 72147 FOR SAM CORRES 14370 NEWBROOK DRIVE CHANTILLY, VA 20151-4206	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291  10B. DATED (SEE ITEM 13) 09/02/2015
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

**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.)

DUNS Number: 616205675  
The purpose of this administrative, no-cost modification is to exercise Option Year 3 of the contract, in accordance with Clause H.12 OPTION PERIODS.  
Clause F.2 EFFECTIVE PERIOD OF CONTRACT, is modified as follows:

PERIOD	FROM	TO
Option Year 3	09/04/2018	09/03/2019

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Crouch
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA THOMAS E CROUCH <small>Digitally signed by THOMAS E CROUCH Date: 2018.06.21 10:39:57 -04'00'</small>	16C. DATE SIGNED  (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE50-15-D-0291/P00013

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NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Clause G.4 INDIRECT RATES, is modified as follows:</p> <p>Segment (b)(4) Period: Option Year One Rate (b)(4) Base: (b)(4) Option Year Two Rate (b)(4) Base: (b)(4)</p> <p>Segment (b)(4) Period: Option Year One Rate (b)(4) Base: (b)(4) Option Year Two Rate (b)(4) Base: (b)(4)</p> <p>All other terms and conditions of this contract shall remain unchanged.</p> <p>End of Modification P00013 to Contract No. HSFE50-15-D-0291.</p> <p>Period of Performance: 09/04/2015 to 09/03/2019</p>				

2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MOUNT WEATHER EMERGENCY OPERATIONS CENTER ATTN: THOMAS CROUCH, 540-542-7007 19844 BLUE RIDGE MOUNTAIN ROAD MOUNT WEATHER, VA 20135-2006	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6.
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN: LEGAL DIVISION 14370 NEWBROOK DRIVE CHANTILLY, VA 20151-4206	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291  10B. DATED (SEE ITEM 13) 09/02/2015
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

**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.)

DUNS Number: 616205675  
The purpose of this administrative, no-cost modification is to incorporate the attached revised Spreadsheet 7A into the contract.  
  
All other terms and conditions of this contract shall remain unchanged.  
  
End of Modification P00014 to Contract No. HSFE50-15-D-0291.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Crouch
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA THOMAS E CROUCH <small>Digitally signed by THOMAS E CROUCH Date: 2018.08.20 06:44:07 -04'00'</small> (Signature of Contracting Officer)
	16C. DATE SIGNED

HSFE50-15-R-0002

Spreadsheet 7 A

**Labor Rates for Time and Materials/Sustainment**

Suggested Labor Category	Base Year	Option Yr 1	Option Year 2	Option Year 3	Option Year 4
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Program Manager	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Log Specialist, Sr					
Consultant					
Analyst					
Analyst II					
Test Engineer					
Doc Specialist II					
SW Engineering Analyst					
Engineer					
Program Control Analyst, Principal					
Jr. Broadcast Engineer					
Task Lead					
Other Direct Costs/Travel					
Indirects on ODCs/Travel					
<b>Total/Year</b>					

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MOUNT WEATHER EMERGENCY OPERATIONS CENTER ATTN: THOMAS CROUCH: 540-542-7007 19844 BLUE RIDGE MOUNTAIN ROAD MOUNT WEATHER, VA 20135-2006	CODE 5845	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATTN CACI-ISS INC ATTN LEGAL DIVISION 72147 FOR SAM CORRES 14370 NEWBROOK DRIVE CHANTILLY, VA 20151-4206		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 616205675 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE50-15-D-0291
			10B. DATED (SEE ITEM 13) 09/02/2015

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) CLAUSE 52.243-3 CHANGES--TIME AND MATERIALS OR LABOR-HOURS

**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.)

DUNS Number: 616205675

The purpose of this unilateral modification is to incorporate the attached FAR Clauses:

52.228-3 Workers' Compensation Insurance (Defense base Act) (Jul 2014)  
52.228-4 Workers Compensation and War-Hazard Insurance Overseas (Apr 1984).

All other terms and conditions of this contract shall remain unchanged.

End of Modification P00015 to Contract No. HSFE50-15-D-0291.

DO/DPAS Rating: NONE

Period of Performance: 09/04/2015 to 09/03/2019

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Crouch	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA THOMAS E CROUCH Digitally signed by THOMAS E CROUCH Date: 2019.01.30 12:41:39 -05'00'	16C. DATE SIGNED  (Signature of Contracting Officer)

## **52.228-3 -- Workers' Compensation Insurance (Defense Base Act) (Jul 2014)**

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of Clause)

**52.228-4 -- Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)**

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall

(1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and

(2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; *e.g.*, the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY MOUNT WEATHER EMERGENCY OPERATIONS CENTER ATTN: THOMAS CROUCH, 540-542-7007 19844 BLUE RIDGE MOUNTAIN ROAD MOUNT WEATHER, VA 20135-2006	CODE 5845	7. ADMINISTERED BY (If other than Item 6) SAME AS BLOCK 6.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ATTN CACI-ISS INC ATTN LEGAL DIVISION 72147 FOR SAM CORRES 14370 NEWBROOK DRIVE CHANTILLY, VA 20151-4206		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 616205675 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSE50-15-D-0291
			10B. DATED (SEE ITEM 13) 09/02/2015

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) CLAUSE H.12 OPTION PERIODS

**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.)

DUNS Number: 616205675

The purpose of this administrative modification is to exercise Option Year 4 of the contract.

CLAUSE F.2 EFFECTIVE PERIOD OF CONTRACT, is modified as follows:

PERIOD	FROM	TO
Option Year 4	09/04/2019	09/03/2020

All other terms and conditions of this Contract shall remain unchanged.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Crouch
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA THOMAS E CROUCH Digitally signed by THOMAS E CROUCH Date: 2019.05.24 14:12:57 -04'00'	16C. DATE SIGNED  (Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE50-15-D-0291/P00016

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
ATTN CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	End of Modification P00016 to Contract No. HSFE50-15-D-0291. DO/DPAS Rating: NONE Period of Performance: 09/04/2015 to 09/03/2020				