

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 41	
2. CONTRACT (Proc. Inst. Ident.) NO. HSFE20-17-C-0202				3. EFFECTIVE DATE 08/15/2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. WX02784Y2017T	
5. ISSUED BY CODE		NETC		6. ADMINISTERED BY (If other than Item 5) CODE		SCD-C	
NETC DEPT OF HOMELAND SECURITY FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727							

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) LOGZONE INC 555 SPARKMAN DRIVE NW SUITE 1040 HUNTSVILLE AL 358163424		8. DELIVERY ☐ FOB ORIGIN ☒ OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT	

CODE 794296272		FACILITY CODE	
11. SHIP TO/MARK FOR CODE		ODP	
CENTER FOR DOMESTIC PREPAREDNESS 40 TWILL LANE ATTENTION MONICA SHEFFIELD ANNISTON AL 36205		12. PAYMENT WILL BE MADE BY CODE FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) () ☐ 41 U.S.C. 3304 (a) ()		14. ACCOUNTING AND APPROPRIATION DATA 2017-FA-B521-P261--2580	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
	CDP COBRATF Facility Operations and Maintenance Support (FOMS) Continued		
		15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT		\$1,558,750.80	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE	
17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number HSFE20-17-R-0006 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
19A. NAME AND TITLE OF SIGNER (Type or print) DAVID E. COLE, PRESIDENT	20A. NAME OF CONTRACTING OFFICER Gary Topper
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED 14 Aug 2017	20C. DATE SIGNED 8/14/2017
BY  (Signature of person authorized to sign)	BY  (Signature of the Contracting Officer)

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NAME OF OFFEROR OR CONTRACTOR

LOGZONE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: 794296272 Description: CDP COBRATF Facility Operations and Maintenance Support AAP Number: F2016035652 DO/DPAS Rating: NONE BFY: 2017 Fund Code: FA Program: B521 Organization: P261 Object Class: 2580 Fund Type: D FOB: Destination Period of Performance: 08/15/2017 to 08/14/2018 CDP COBRATF FOMS PHASE-IN PERIOD (8/15/2017 - 9/14/2017) FFP Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2017				(b)(4)
0002	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) PHASE-IN PERIOD (8/15/2017 - 9/14/2017) NOT TO EXCEED (b)(4) CR Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2017				(b)(4)
0003	CDP COBRATF FOMS BASE PERIOD (9/15/2017 - 8/14/2018) FFP Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 09/15/2017				(b)(4)
0004	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) BASE PERIOD (9/15/2017 - 8/14/2018) NOT TO EXCEED (b)(4) CR Continued ...				(b)(4)

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LOGZONE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 09/15/2017				
1001	CDP COBRATF FOMS OPTION PERIOD 1 (8/15/2018 - 8/14/2019) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2018 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2018	(b)(4)			
1002	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) OPTION PERIOD 1 (8/15/2018 - 8/14/2019) NOT TO EXCEED (b)(4) CR Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2018 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2018	(b)(4)			
2001	CDP COBRATF FOMS OPTION PERIOD 2 (8/15/2019 - 8/14/2020) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2019 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2019	(b)(4)			
2002	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) OPTION PERIOD 2 (8/15/2019 - 8/14/2020) NOT TO EXCEED (b)(4) Continued ...	(b)(4)			

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LOGZONE INC

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3001	CR Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2019 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2019				
	CDP COBRATF FOMS OPTION PERIOD 3 (8/15/2020 - 8/14/2021) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2020 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2020	(b)(4)			
3002	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) OPTION PERIOD 3 (8/15/2020 - 8/14/2021) NOT TO EXCEED (b)(4) CR Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2020 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2020	(b)(4)			
	CDP COBRATF FOMS OPTION PERIOD 4 (8/15/2021 - 8/14/2022) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2021 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2021	(b)(4)			
4002	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) Continued ...	(b)(4)			

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NAME OF OFFEROR OR CONTRACTOR

LOGZONE INC

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	OPTION PERIOD 4 (8/15/2021 - 8/14/2022) NOT TO EXCEED (b)(4) CR Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2021 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2021				

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SECTION B - Supplies or Services/Prices

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

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

B.2 COST/PRICE SCHEDULE

The firm fixed price and estimated other direct costs (ODC) are set forth in the Contract Line Item Numbers (CLINs) listed above in the OPTIONAL FORM 336. Firm-Fixed-Priced (FFP) CLINs will be paid on a twice monthly basis in installments based on the schedule. The cost reimbursement ODC CLINs will be paid on a twice monthly basis. All Other Direct Costs shall reviewed and approved by the Contracting Officer (CO) or Contracting Officer's Representative (COR). The Phase-In Transition period will be paid as a single installment for the entire phase-in period. All overtime labor costs, including overtime labor associated with FFP performance, will be paid from the ODC CLINs in accordance with FAR 52.222-2. All overtime labor costs shall be reviewed and approved by the CO or COR.

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

CLINs 0002, 0004, 1002, 2002, 3002, and 4002 in OPTIONAL FORM 336 (PRICE/COST SCHEDULE) are not-to-exceed reimbursable CLINs specified by the Government and may be adjusted unilaterally by the Contracting Officer. The allowable rate for General and Administrative (G&A), Handling Fee, and/or Mark-up on ODCs is specified in the Table below. This is the allowable rate for ODCs under the contract, and shall not include profit. The period(s) for which such rates are established shall correspond to the contractor's fiscal year(s).

G&A Rate/Handling Fee/Mark-up	Contractor's Fiscal Year
3%	Year 1
3%	Year 2
3%	Year 3
3%	Year 4
3%	Year 5
3%	Year 6

SECTION C - Description/Specifications

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Performance Work Statement is provided under Attachment 1 of Section J of Part III.

SECTION D - Packaging and Marking

SECTION D - PACKAGING AND MARKING

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

Any shipments shall be addressed to:

Center for Domestic Preparedness
40 Twill Lane
Anniston, AL 36205
Mark For: Contract #: HSFE20-17-C-0202

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

SECTION E - Inspection and Acceptance

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

52.246-16 Responsibility for Supplies. (APR 1984)

E.2 INSPECTION AND ACCEPTANCE

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

Inspection:
Center for Domestic Preparedness
61 Responder Drive
Anniston, AL 36205

Acceptance:
Center for Domestic Preparedness
61 Responder Drive
Anniston, AL 36205

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

E.3 GOVERNMENT QUALITY ASSURANCE AND SURVEILLANCE PLAN

The Government will perform those quality assurance procedures that may be necessary to verify that performance is in accordance with the terms of the contract. Government quality assurance will be performed routinely by the COR; however, other activities may be called upon to support this effort as required. The Quality Assurance Surveillance Plan (QASP) is provided under Section J, Attachment 2.

The QASP will be used by the Government to evaluate the Contractor's performance over the life of the contract. Through this evaluation, the Contracting Officer's Representative (COR) will identify both positive and negative aspects of the contractor's performance. This will allow the COR to communicate to the contractor those aspects that are strengths of their performance, and those aspects considered to be deficiencies/weaknesses in their performance and which need to be addressed and corrected. For those tasks listed in the QASP, the COR or designated quality assurance evaluators will follow the methods of surveillance specified in this contract. The COR or designated quality assurance evaluators will record all surveillance observations and will maintain a file of all inspections results. Government surveillance of tasks not listed in the QASP may occur during the performance of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Unsatisfactory performance for any Performance Standard/Acceptable Quality Level (AQL) item may result in other appropriate action(s) by the Contracting Officer in accordance with the Inspection of Services clause, including Termination for Default. Any action taken by the Contracting Officer as a result of surveillance will be in accordance with the terms of this contract.

E.4 METHODS OF SURVEILLANCE

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

E.5 PERFORMANCE OF GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS

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

SECTION F - Deliveries or Performance

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

52.242-15 Stop-Work Order. (AUG 1989)

52.247-34 F.o.b. Destination. (NOV 1991)

52.247-48 F.o.b. Destination - Evidence of Shipment. (FEB 1999)

52.247-55 F.o.b. Point for Delivery of Government-Furnished Property. (JUN 2003)

F.2 PERIOD OF PERFORMANCE

All work and services required here under shall be completed on or before 12 months after the effective date of the contract. If the Government exercises all options the total period of performance shall not exceed 60 months (Ref. FAR 52.217-9). However, the total period of performance may be extended for a cumulative period not to exceed six months under the Option to Extend Services clause (Ref. FAR 52.217-8).

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

Performance Period	Performance Period Dates	Duration
Phase-In	08/15/2017 to 09/14/2017	1 Month
Base Period	09/15/2017 to 08/14/2018	11 Months
Option Period 1	08/15/2018 to 08/14/2019	12 Months
Option Period 2	08/15/2019 to 08/14/2020	12 Months
Option Period 3	08/15/2020 to 08/14/2021	12 Months
Option Period 4	08/15/2021 to 08/14/2022	12 Months

F.3 PRINCIPAL PLACE OF PERFORMANCE

The effort required under this contract shall be performed at:

Center for Domestic Preparedness
COBRA Training Facility
Anniston, AL 36205

SECTION G - Contract Administration Data

G.1 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 twice monthly basis.

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at:

FEMA-Finance-Vendor-Payments@fema.dhs.gov AND

Contractors shall also submit an electronic pdf copy to the Center for Domestic Preparedness at:

CenterforDomesticPreparedness-FinanceOffice@fema.dhs.gov.

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

G.2 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.

Emily Durrance, Director of Support Services
(256) 964-7000

(b)(4) [\[REDACTED\]@logzoneinc.com](mailto:[REDACTED]@logzoneinc.com)

G.3 INVOICE APPROVAL (JUN 2014)

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

Authorized Invoice Approver

Name: James Johnstone

Title: COR

Phone: 256-847-2108

Email: James.JohnstoneIII@fema.dhs.gov

G.4 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

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

SF 1034 and 1035 instructions:

SF 1034--Fixed Price

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

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

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

(Name of Official)

(Title)

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

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

INVOICE PREPARATION INSTRUCTIONS SF 1035

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

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

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

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

Schedule Number - leave blank.

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

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

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

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

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

G.5 INVOICE INSTRUCTIONS (OTHER THAN FIXED PRICE)

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.

G.6 TECHNICAL DIRECTION AND SURVEILLANCE

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

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

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

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

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

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

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

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

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

(1) the technical direction is rescinded in its entirety

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

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

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

G.7 IDENTIFICATION OF GOVERNMENT OFFICIALS (AUG 2014)

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Gary P. Topper

Phone: 301-447-7280

Email: gary.topper@fema.dhs.gov

Fax: 301-447-1092

Contract Specialist:

Name: James Suerdieck

Phone: 301-447-7244

Email: james.suerdieck@fema.dhs.gov

Fax: 301-447-1092

Contracting Officer's Representative:

Name: James Johnstone

Phone: 256-847-2108

Email: James.JohnstoneIII@fema.dhs.gov

Alternate Contracting Officer's Representative:

Name: Neal Morrison

Phone: 256-847-2060

Email: neal.morrison@fema.dhs.gov

SECTION H - Special Contract Requirements

H.1 REPRODUCTION OF REPORTS

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

H.2 WAGE DETERMINATION

In the performance of this contract the Contractor shall comply with the requirements of the Wage Determination set forth in Section J, Attachment 3.

H.3 NON-PERSONAL SERVICES

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

H.4 WELFARE TO WORK

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

H.5 CONTRACTOR UTILIZATION OF GOVERNMENT FACILITIES

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

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

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

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

H.6 IDENTIFICATION OF CONTRACTOR EMPLOYEES

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

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

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

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

H.8 IDENTIFICATION OF CONTRACTOR VEHICLES

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

H.9 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

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

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

H.10 LIABILITY CLAIMS

By acceptance of this contract, the Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to any person or persons occurring in connection with or in

any way incident to or arising out of performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

In accordance with FAR 52.228-5, the contractor shall purchase and provide evidence of liability insurance coverage to the Contracting Officer.

H.11 CONTRACTOR PERFORMANCE ASSESSEMENT REPORTING SYSTEM (CPARS)

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

H.12 LIMITATION OF CONTRACTOR OBLIGATION

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

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

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

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

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

The contractor shall provide a written detailed estimate of the effort required (including parts, supplies and labor) to the COR prior to commencing work on any order that the contractor believes to be over the limits as given above. In developing estimates for this limitation, the contractor shall use current unburdened labor rates being paid to their employees at the time of each estimate and shall support material costs with written quotations or invoices. No indirect costs or profit are to be included in the estimates.

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

H.13 ENVIRONMENTAL PROTECTION

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

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

H.14 SALVAGE

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

H.15 DISPOSAL

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

H.16 HAZARDOUS EVENTS

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

- (a) The contractor shall submit a contingency plan to the COR for any event that may interrupt contractual services.
- (b) Essential contractor personnel may stay free of charge on CDP premises, but is not required to do so and is only offered as a convenience by the Government on a space available basis as approved by the COR.
- (c) Unless specifically designated by the Government, contractor personnel shall not be considered "on-call" and shall be free to do their personal affairs (outside normal work hours).
- (d) Contractor personnel specifically designated by the Government as "on-call" shall be entitled to normal pay during normal working hours, or overtime pay for hours in addition to or outside of normal working hours as approved by the COR and in accordance with all applicable clauses, terms and conditions.
- (e) Provision of lodging shall not increase the Government's financial obligation under this contract.

H.17 GUIDING PRINCIPLES FOR SUSTAINABLE EXISTING BUILDINGS

The Contractor, through innovation, technology, or other means, shall perform the required maintenance of these facilities by following the Guiding Principles for Sustainable Existing Buildings:

I. Employ Integrated Assessment, Operation and Management Principles:

- a. In conjunction with the Contract Officer (CO) or Contracting Officer's Representative (COR), establish operational performance goals for energy, water, material use and recycling, and indoor environmental quality, and ensure incorporation of these goals throughout the life of this Contract.

- b. Ensure that operating decisions are carried out with regard to sustainable operations.
 - c. Meet American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards as noted throughout the PWS for thermal comfort and indoor air quality.
 - d. Use low emitting materials Volatile organic compounds (VOC) or other for maintenance. In particular, use products that have low pollutant emissions, adhesives, sealants, and solvents.
 - e. Use products meeting or exceeding Environmental Protection Agency's (EPA) recycled content recommendations for building maintenance. For other products such as ceiling tiles, use materials with recycled content. For more information, see EPA's Comprehensive Procurement Guideline website.
 - f. Use materials with the highest content level per United States Department of Agriculture's (USDA) bio-based content recommendations for maintenance of or use in the building.
 - g. Use environmentally sustainable products that have a lesser or reduced effect on human health and the environment. See the Green Products Compilation.
 - h. Provide salvage, reuse and recycling services for waste generated from building operations, maintenance, and repair and discarded equipment.
 - i. Eliminate the use of ozone depleting compounds where alternative environmentally sustainable products are available consistent with the Clean Air Act.
- II. Optimize Energy Performance Operate all equipment to optimize efficiency to reduce energy use and otherwise seek operating costs reductions wherever possible.
- III. Protect and Conserve Water where possible inside and outside. Metering systems may be already installed or will be installed in government buildings to aid in reducing consumption. Where available, use EPAs Water Sense-labeled products or other water conserving products.
- IV. Be aware that the building(s) and management involved with this Contract may be in the process of establishing new initiatives, instituting plans, and operational procedures to meet energy efficiency goals either through receiving an ENERGY STAR rating or comparable programs. The Contractor will play an integral part of obtaining these goals and should be aware of the programs and processes.

SECTION I - Contract Clauses

I.1 NOTICE OF HYBRID CONTRACT

This is a FFP/CPFF type contract.

See the listing below for applicable contract types:

FFP = Firm Fixed Price

FP-E = Fixed Price with Economic Price Adjustment

FP-I = Fixed Price Incentive

FP-P = Fixed Price Redetermination-Prospective

FP-R = Fixed Price Redetermination-Retroactive

FFP-L = Firm Fixed Price, Level of Effort Term

LH = Labor Hour

TM = Time and Material CPAF = Cost Plus Award Fee Completion; CPAF-T = Term

CPIF = Cost Plus Incentive Fee Completion; CPIF-T = Term

CR = Cost Reimbursement (No Fee) Completion; CR-T = Term

CS = Cost Sharing Completion; CS-T = Term

TM = Time and Materials

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

\$ = applicable to FIXED-PRICE line items only.

@ = applicable to COST-REIMBURSEMENT line items only.

& = applicable to TIME-&-MATERIAL/LABOR-HOUR line items only.

I.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. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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. (OCT 2015)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2016)

52.204-13 System for Award Management Maintenance. (OCT 2016)

52.204-14 Service Contract Reporting Requirements. (OCT 2016)

52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2016)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

52.210-1 Market Research. (APR 2011)

52.215-2 Audit and Records - Negotiation. (OCT 2010)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.215-14 Integrity of Unit Prices. (OCT 2010)

@ 52.215-23 Limitations on Pass-Through Charges (OCT 2009)

@ 52.216-7 Allowable Cost and Payment (JUN 2013)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.219-8 Utilization of Small Business Concerns. (NOV 2016)

52.219-14 Limitations on Subcontracting. (JAN 2017)

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)

52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

52.222-19 Child Labor - Cooperation with Authorities and Remedies. (OCT 2016)

52.222-26 Equal Opportunity. (SEP 2016)

52.222-37 Employment Reports on Veterans. (FEB 2016)

52.222-41 Service Contract Labor Standards. (MAY 2014)

52.222-50 Combating Trafficking in Persons. (MAR 2015)

52.222-54 Employment Eligibility Verification. (OCT 2015)

52.222-55 Minimum Wages Under Executive Order 13658. (DEC 2015)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011) -- Alternate I (MAY 2011)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011) -- Alternate II (MAY 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-10 Waste Reduction Program. (MAY 2011)

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016)

52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-1 Buy American - Supplies. (MAY 2014)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.226-6 Promoting excess food donation to nonprofit organizations. (MAY 2014)

52.227-1 Authorization and Consent. (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

@ 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

\$ 52.229-3 Federal, State, and Local Taxes. (FEB 2013)

\$ 52.232-1 Payments. (APR 1984)

\$ 52.232-8 Discounts for Prompt Payment. (FEB 2002)

\$ 52.232-11 Extras. (APR 1984)

52.232-17 Interest. (MAY 2014)

@ 52.232-22 Limitation of Funds. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-25 Prompt Payment. (JAN 2017)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest after Award. (AUG 1996)

@ 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.236-13 Accident Prevention. (NOV 1991)

52.236-13 Accident Prevention. (NOV 1991) - Alternate I (NOV 1991)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.237-3 Continuity of Services. (JAN 1991)

52.242-13 Bankruptcy. (JUL 1995)

\$ 52.243-1 Changes - Fixed-Price. (AUG 1987)

\$ 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate II (APR 1984)

@ 52.243-2 Changes—Cost-Reimbursement. (AUG 1987)

52.244-6 Subcontracts for Commercial Items. (JAN 2017)

52.245-1 Government Property. (JAN 2017)

52.245-1 Government Property. (JAN 2017) - Alternate I (APR 2012)

52.245-9 Use and Charges (APR 2012)

52.246-23 Limitation of Liability. (FEB 1997)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.248-1 Value Engineering. (OCT 2010)

\$ 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

@ 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

\$ 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

52.251-1 Government Supply Sources. (APR 2012)

52.253-1 Computer Generated Forms. (JAN 1991)

3052.203-70 Instructions for Contractor Disclosure of Violations. (SEP 2012)

3052.205-70 Advertisements, Publicizing Awards, and Releases. (SEP 2012)

3052.223-70 Removal or disposal of hazardous substances--applicable licenses and permits. (JUN 2006)

3052.228-70 Insurance. (DEC 2003)

I.3 CONTRACT CLAUSES INCORPORATED BY FULL TEXT

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 (FAPIIS) 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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS 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 FAPIIS 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 non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

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

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

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

(End of clause)

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 of contract expiration.

(End of clause)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (5) years. However, the total period of performance may be extended for a cumulative period not to exceed six months under the Option to Extend Services clause (Ref. FAR 52.217-8).

(End of clause)

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 [insert NAICS Code] assigned to contract number [insert contract number]. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

@ 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed the level of funding in the ODC CLINs or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-21 Prohibition of segregated facilities. (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities 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, sexual orientation, gender identity, 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.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(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.

(End of clause)

52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

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

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

Employee Class	Monetary Wage - Fringe Benefits
Administrative Assistant	(b)(4)
Stationary Engineer/Boiler Tender	
Carpenter, Combination, Maint Technician	
Work Order Clerk	
Procurement Specialist (Order Clerk II)	
Electrician Maintenance	
Electronics Technician Maintenance II	
General Maintenance Technician	
HVAC Mechanic, Maintenance	
Machinery Maintenance Technician	

Machinery Technician – Plumber	(b)(4)
Program Specialist	
Engineering Technician II	
Safety/Quality Specialist	
Welder, Combination, Maintenance Tech	

(End of clause)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995)

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

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

MATERIAL

(If none, insert "None")

Identification No.

See Attachment 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.227-3 Patent Indemnity. (APR 1984)

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

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to -

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

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

services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

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

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

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

<http://farsite.hill.af.mil/>

(End of clause)

3052.204-71 Contractor employee access. (SEP 2012) -- Alternate I (SEP 2012)

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or 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 COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

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

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

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

(1) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

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

(3) 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.

(End of clause)

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.

The Key Personnel or Facilities under this Contract:

Program Manager
On Site Supervisor (Deputy PM)
Quality/Safety Specialist

(End of clause)

3052.242-72 Contracting officer's representative. (DEC 2003)

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

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

(End of clause)

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.

SECTION J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
1	Performance Work Statement (with Appendix A, Contractor's technical proposal (pertinent parts), Section 3, Staffing Plan & Key Personnel)	06/14/2017
2	Quality Assurance Surveillance Plan	02/02/2017
3	DoL Wage Determination 2017-0674, Rev. 1	04/26/2017
4	COBRATF Toxic Agent Control Plan	02/15/2015
5	Visitor Access Policy	09/20/2012
6	Workplace Attire Policy	06/27/2013
7	Electrical Qualifications ETT	03/13/2017
8	List of Deliverables	03/13/2017
9	EOP COOP	02/06/2017
10	COBRATF Incident Management Manual	01/29/2016
11	Government Furnished Equipment	06/08/2017
12	Vehicle Management Procedures	09/20/2012
13	Facilities Layout Information	01/30/2012
14	Preventive Maintenance Exhibit	05/31/2017
15	Calibration Checklist	03/13/2017
16	Chemicals Management	09/24/2014
17	Building Operating Plan (Template)	03/13/2017
18	Hazardous Materials List	03/13/2017
19	RESERVED	
20	COBRATF Student Load Exhibit	03/13/2017
21	Technical Library Index	12/16/2016
22	RESERVED	
23	RESERVED	
24	CDP Safety Plan	01/01/2016
25	Work Load Data Exhibit	05/31/2017
26	RESERVED	
27	CDP Heat and Cold Stress Plan	04/01/2011
28	Workplace Safety and Health Policy	09/11/2012
29	Accident-Incident Reporting Procedures	06/05/2012
30	CDP Radiation Safety Program	03/01/2010
31	RESERVED	
32	COBRATF Quality Manual	04/24/2015
33	COBRATF Quality Management Procedure	12/04/2014
34	RESERVED	
35	Safe Handling Storage and Use of Gas Cylinders	06/24/2013
36	RESERVED	04/18/2017
37	Incumbent Collective Bargaining Agreement – Reference Only	03/17/2017

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3									
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 09/15/2017		4. REQUISITION/PURCHASE REQ. NO. WX05340Y2017T		5. PROJECT NO. (If applicable)									
6. ISSUED BY NETC		CODE NETC		7. ADMINISTERED BY (If other than Item 6)		CODE									
DEPT OF HOMELAND SECURITY FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727															
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOGZONE INC ATTN MR JAMES O MONTAGUE 555 SPARKMAN DRIVE NW SUITE 1040 HUNTSVILLE AL 358163424				(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-17-C-0202 10B. DATED (SEE ITEM 13) 08/14/2017											
CODE 794296272		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) 2017-FA-B521-P261--2580				Net Increase:		(b)(4)									
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment</td> </tr> </table>								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) FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment
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) FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment														
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: 794296272															
The purpose of this modification is to incorporate an economic price adjustment resulting from the applicable Collective Bargaining Agreement; obligate funding in the amount of (b)(4) to CLIN 0003; and increase the unit prices of CLINs 0003, 1001, 2001, 3001, and 4001.															
As a result of this modification:															
1) The "Action Obligation" amount is (b)(4)															
2) The "Base and Exercised Options Value" is increased by (b)(4) from (b)(4) to (b)(4)															
3) The "Base and All Options Value" is increased by (b)(4) from (b)(4) to (b)(4)															
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)											
				Gary Topper											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA GARY P TOPPER Digitally signed by GARY P TOPPER DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=GARY P TOPPER, #92342.19200300.100.1.1=0005116530/FEMA Date: 2017.09.14 10:39:54 -0400		16C. DATE SIGNED 9/14/2017									
(Signature of person authorized to sign)				(Signature of Contracting Officer)											

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE20-17-C-0202/P00001PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
LOGZONE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See CONTINUATION PAGE jds AAP Number: F2016035652 DO/DPAS Rating: NONE Delivery Location Code: ODP CENTER FOR DOMESTIC PREPAREDNESS 40 TWILL LANE ATTENTION MONICA SHEFFIELD ANNISTON AL 36205 BFY: 2017 Fund Code: FA Program: B521 Organization: P261 Object Class: 2580 Fund Type: D FOB: Destination Period of Performance: 08/15/2017 to 08/14/2018 Change Item 0003 to read as follows (amount shown is the obligated amount):				
0003	CDP COBRATF FOMS BASE PERIOD (9/15/2017 - 8/14/2018) FFP Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- FACILITIES OPERATIONS SUPPORT Delivery: 09/15/2017 Change Item 1001 to read as follows (amount shown is the obligated amount):	(b)(4)			
1001	CDP COBRATF FOMS OPTION PERIOD 1 (8/15/2018 - 8/14/2019) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2018 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2018 Change Item 2001 to read as follows (amount shown is the obligated amount):	(b)(4)			
2001	CDP COBRATF FOMS OPTION PERIOD 2 (8/15/2019 - 8/14/2020) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2019 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- Continued ...	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE20-17-C-0202/P00001PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
LOGZONE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2019 Change Item 3001 to read as follows (amount shown is the obligated amount):				
3001	CDP COBRATF FOMS OPTION PERIOD 3 (8/15/2020 - 8/14/2021) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2020 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2020 Change Item 4001 to read as follows (amount shown is the obligated amount):	(b)(4)			
4001	CDP COBRATF FOMS OPTION PERIOD 4 (8/15/2021 - 8/14/2022) FFP Amount: (b)(4) (Option Line Item) Date Option to be Exercised 08/15/2021 Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Delivery: 08/15/2021	(b)(4)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00002

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

WX05456Y2017T

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

NETC

7. ADMINISTERED BY (If other than Item 6)

CODE

NETC

DEPT OF HOMELAND SECURITY FEMA
ACQUISITION PREPAREDNESS SECTION
BUILDING D - ACQUISITION
16825 SOUTH SETON AVENUE
EMMITSBURG MD 21727

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

LOGZONE INC
ATTN MR JAMES O MONTAGUE
555 SPARKMAN DRIVE NW SUITE 1040
HUNTSVILLE AL 358163424

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
HSFE20-17-C-0202

10B. DATED (SEE ITEM 13)

08/14/2017

CODE 794296272

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:

(b)(4)

2017-FA-B521-P261--2580

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: 794296272

The purpose of this modification is to obligate additional funding in the amount of (b)(4) to CLIN 0004 Other Direct Costs. Also, see Clause B.3 of the contract regarding addition of ODC's.

As a result of this modification:

- 1) The "Action Obligation" amount is (b)(4)
- 2) The "Base and Exercised Options Value" is increased by (b)(4) from (b)(4) to (b)(4)
- 3) The "Base and All Options Value" is increased by (b)(4) from (b)(4) to (b)(4)

See CONTINUATION PAGE

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)

Gary Topper

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

9/29/2017

NSN 7540-01-152-8070

Previous edition unusable

Digitally signed by GARY P TOPPER
DN: cn=U.S. Government, ou=Department of
Homeland Security, ou=FEMA, ou=People, cn=GARY P
TOPPER, o=9.2342.19200300.100.1.1-0065116530.FEMA
Date: 2017.09.29 07:51:08 -04'00'

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE20-17-C-0202/P00002PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
LOGZONE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	jds AAP Number: F2016035652 DO/DPAS Rating: NONE Delivery: 09/15/2017 Delivery Location Code: ODP CENTER FOR DOMESTIC PREPAREDNESS 40 TWILL LANE ATTENTION MONICA SHEFFIELD ANNISTON AL 36205 BFY: 2017 Fund Code: FA Program: B521 Organization: P261 Object Class: 2580 Fund Type: D FOB: Destination Period of Performance: 08/15/2017 to 08/14/2018 Change Item 0004 to read as follows (amount shown is the obligated amount):				
0004	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) BASE PERIOD (9/15/2017 - 8/14/2018) NOT TO EXCEED Previous Obligated Amount = (b)(4) Modification Obligation Amount (b)(4) Total Amount Obligated = (b)(4) CR Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- FACILITIES OPERATIONS SUPPORT				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. WX00834Y2018T	
5. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than Item 6)		CODE	
6. ISSUED BY CODE NETC DEPT OF HOMELAND SECURITY FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOGZONE INC ATTN MR JAMES O MONTAGUE 555 SPARKMAN DRIVE NW SUITE 1040 HUNTSVILLE AL 358163424		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-17-C-0202			
		10B. DATED (SEE ITEM 13) 08/14/2017			
CODE 794296272 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:

(b)(4)

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) 52.243-2 Changes-Cost-Reimbursement

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: 794296272

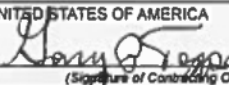
The purpose of this modification is to obligate additional funding in the amount of (b)(4) to CLIN 0004 Other Direct Costs (IAW contract clause B.3 regarding additional funding of the ODCs).

As a result of this modification:

- 1) The "Action Obligation" amount is (b)(4)
- 2) The "Base and Exercised Options Value" is increased by (b)(4) from (b)(4) to (b)(4)
- 3) The "Base and All Options Value" is increased by (b)(4) from (b)(4) to (b)(4)

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) Gary Topper	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/19/2017

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE20-17-C-0202/P00003PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
LOGZONE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	See CONTINUATION PAGE jds AAP Number: F2016035652 DO/DPAS Rating: NONE Delivery: 09/15/2017 Delivery Location Code: ODP CENTER FOR DOMESTIC PREPAREDNESS 40 TWILL LANE ATTENTION MONICA SHEFFIELD ANNISTON AL 36205 FOB: Destination Period of Performance: 08/15/2017 to 08/14/2018 Change Item 0004 to read as follows (amount shown is the obligated amount): CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) BASE PERIOD (9/15/2017 - 8/14/2018) NOT TO EXCEED Previous Obligated Amount = (b)(4) Modification Obligation Amount (b)(4) Total Amount Obligated = (b)(4) CR Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- FACILITIES OPERATIONS SUPPORT Accounting Info: 2017-FA-B521-P261--2580 BFY: 2017 Fund Code: FA Program: B521 Organization: P261 Object Class: 2580 Fund Type: D Funded: \$0.00 Accounting Info: 2017-FA-B521-P261--2580 BFY: 2017 Fund Code: FA Program: B521 Organization: P261 Object Class: 2580 Fund Type: D Funded: \$0.00 Accounting Info: 2018-FA-EA02-P261--2580 BFY: 2018 Fund Code: FA Program: EA02 Organization: P261 Object Class: 2580 Fund Type: D Funded: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NETC		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOGZONE INC ATTN MR JAMES O MONTAGUE 555 SPARKMAN DRIVE NW SUITE 1040 HUNTSVILLE AL 358163424		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 794296272		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-17-C-0202	
				10B. DATED (SEE ITEM 13) 08/14/2017	

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 794296272
The purpose of this modification is to incorporate a revised Attachment 1 Performance Work Statement, dated 2/14/2018; and update Section J List of Attachments.

As a result of this modification:

- 1) The "Action Obligation" amount is \$0.00.
- 2) The "Base and Exercised Options Value" remains unchanged at (b)(4)
- 3) The "Base and All Options Value" remains unchanged at (b)(4)

See CONTINUATION PAGE
jds
AAP Number: F2016035652 DO/DPAS Rating: NONE
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) Emily Bellknap Director of Support		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary Topper	
15B. CONTRACTOR/OFFEROR BELLKNAP.EMILY.M ELISSA 1511885007		16B. UNITED STATES OF AMERICA GARY P TOPPER	
15C. DATE SIGNED 02/14/201		16C. DATE SIGNED GARY P TOPPER Digitally signed by Date: 2018.02.15 14:39:20 -05'00'	

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE20-17-C-0202/P00004

PAGE	OF
2	3

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/15/2017 to 08/14/2018				

SECTION J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
1	Performance Work Statement (with Appendix A, Contractor's technical proposal (pertinent parts), Section 3, Staffing Plan & Key Personnel – dated 8/15/2017)	02/14/2018
2	Quality Assurance Surveillance Plan	02/02/2017
3	DoL Wage Determination 2017-0674, Rev. 1	04/26/2017
4	COBRATF Toxic Agent Control Plan	02/15/2015
5	Visitor Access Policy	09/20/2012
6	Workplace Attire Policy	06/27/2013
7	Electrical Qualifications ETT	03/13/2017
8	List of Deliverables	03/13/2017
9	EOP COOP	02/06/2017
10	COBRATF Incident Management Manual	01/29/2016
11	Government Furnished Equipment	06/08/2017
12	Vehicle Management Procedures	09/20/2012
13	Facilities Layout Information	01/30/2012
14	Preventive Maintenance Exhibit	05/31/2017
15	Calibration Checklist	03/13/2017
16	Chemicals Management	09/24/2014
17	Building Operating Plan (Template)	03/13/2017
18	Hazardous Materials List	03/13/2017
19	RESERVED	
20	COBRATF Student Load Exhibit	03/13/2017
21	Technical Library Index	12/16/2016
22	RESERVED	
23	RESERVED	
24	CDP Safety Plan	01/01/2016
25	Work Load Data Exhibit	05/31/2017
26	RESERVED	
27	CDP Heat and Cold Stress Plan	04/01/2011
28	Workplace Safety and Health Policy	09/11/2012
29	Accident-Incident Reporting Procedures	06/05/2012
30	CDP Radiation Safety Program	03/01/2010
31	RESERVED	
32	COBRATF Quality Manual	04/24/2015
33	COBRATF Quality Management Procedure	12/04/2014
34	RESERVED	
35	Safe Handling Storage and Use of Gas Cylinders	06/24/2013
36	RESERVED	04/18/2017
37	Incumbent Collective Bargaining Agreement – Reference Only	03/17/2017

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00005		08/15/2018		WX02839Y2018T			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
NETC							
DEPT OF HOMELAND SECURITY FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
LOGZONE INC							
ATTN MR JAMES O MONTAGUE				9B. DATED (SEE ITEM 11)			
555 SPARKMAN DRIVE NW SUITE 1040							
HUNTSVILLE AL 358163424							
				x 10A. MODIFICATION OF CONTRACT/ORDER NO.			
				HSFE20-17-C-0202			
				10B. DATED (SEE ITEM 13)			
				08/14/2017			
CODE 794296272		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: (b)(4)			
2018-FA-EA02-P261--2580							
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) 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.)							
DUNS Number: 794296272							
The purpose of this modification is to exercise Option Period 1 (8/15/2018 - 8/14/2019); obligate funding in the amount of (b)(4) to CLINs 1001 and 1002 for Option Period 1; incorporate Attachment 38 CBA Bridge Agreement; and update Section J List of Attachments.							
As a result of this modification:							
1) The "Action Obligation" amount is (b)(4)							
2) The "Base and Exercised Options Value" is increased by (b)(4) from (b)(4) to (b)(4)							
3) The "Base and All Options Value" remains unchanged at (b)(4)							
See CONTINUATION PAGE							
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)			
				Gary Topper			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				GARY P TOPPER Digitally signed by GARY P TOPPER Date: 2018.06.28 15:28:25 -04'00'		6/28/2018	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET

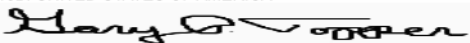
REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE20-17-C-0202/P00005PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
LOGZONE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	jds AAP Number: F2016035652 DO/DPAS Rating: NONE Delivery: 08/15/2018 Delivery Location Code: ODP CENTER FOR DOMESTIC PREPAREDNESS 40 TWILL LANE ATTENTION MONICA SHEFFIELD ANNISTON AL 36205 BFY: 2018 Fund Code: FA Program: EA02 Organization: P261 Object Class: 2580 Fund Type: D FOB: Destination Period of Performance: 08/15/2017 to 08/14/2019 Change Item 1001 to read as follows (amount shown is the obligated amount):				
1001	CDP COBRATF FOMS OPTION PERIOD 1 (8/15/2018 - 8/14/2019) FFP Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- FACILITIES OPERATIONS SUPPORT Change Item 1002 to read as follows (amount shown is the obligated amount):	(b)(4)			
1002	CDP COBRATF FOMS OTHER DIRECT COSTS - EQUIPMENT, SUPPLIES, OVERTIME, TRAINING, TRAVEL (INCLUDES HANDLING FEE/G&A) OPTION PERIOD 1 (8/15/2018 - 8/14/2019) NOT TO EXCEED (b)(4) CR Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: HOUSEKEEPING- FACILITIES OPERATIONS SUPPORT	(b)(4)			

SECTION J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
1	Performance Work Statement (with Appendix A, Contractor's technical proposal (pertinent parts), Section 3, Staffing Plan & Key Personnel – dated 8/15/2017)	02/14/2018
2	Quality Assurance Surveillance Plan	02/02/2017
3	DoL Wage Determination 2017-0674, Rev. 1	04/26/2017
4	COBRATF Toxic Agent Control Plan	02/15/2015
5	Visitor Access Policy	09/20/2012
6	Workplace Attire Policy	06/27/2013
7	Electrical Qualifications ETT	03/13/2017
8	List of Deliverables	03/13/2017
9	EOP COOP	02/06/2017
10	COBRATF Incident Management Manual	01/29/2016
11	Government Furnished Equipment	06/08/2017
12	Vehicle Management Procedures	09/20/2012
13	Facilities Layout Information	01/30/2012
14	Preventive Maintenance Exhibit	05/31/2017
15	Calibration Checklist	03/13/2017
16	Chemicals Management	09/24/2014
17	Building Operating Plan (Template)	03/13/2017
18	Hazardous Materials List	03/13/2017
19	RESERVED	
20	COBRATF Student Load Exhibit	03/13/2017
21	Technical Library Index	12/16/2016
22	RESERVED	
23	RESERVED	
24	CDP Safety Plan	01/01/2016
25	Work Load Data Exhibit	05/31/2017
26	RESERVED	
27	CDP Heat and Cold Stress Plan	04/01/2011
28	Workplace Safety and Health Policy	09/11/2012
29	Accident-Incident Reporting Procedures	06/05/2012
30	CDP Radiation Safety Program	03/01/2010
31	RESERVED	
32	COBRATF Quality Manual	04/24/2015
33	COBRATF Quality Management Procedure	12/04/2014
34	RESERVED	
35	Safe Handling Storage and Use of Gas Cylinders	06/24/2013
36	RESERVED	04/18/2017
37	Incumbent Collective Bargaining Agreement – Reference Only	03/17/2017
38	Collective Bargaining Agreement – Bridge Agreement	08/22/2017

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY NETC		CODE NETC		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOGZONE INC ATTN MR JAMES O MONTAGUE 555 SPARKMAN DRIVE NW SUITE 1040 HUNTSVILLE AL 358163424				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE20-17-C-0202 10B. DATED (SEE ITEM 13) 08/14/2017		
CODE 794296272		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) 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: 794296272 The purpose of this modification is to incorporate an updated Section G.3; and incorporate an updated Section G.7 with identification of a new COR and Alternate COR. As a result of this modification: 1) The "Action Obligation" amount is \$0.00. 2) The "Base and Exercised Options Value" remains unchanged at (b)(4) 3) The "Base and All Options Value" remains unchanged at (b)(4) See CONTINUATION PAGE jds AAP Number: F2016035652 DO/DPAS Rating: NONE 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)		
				Gary Topper		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		10/16/2018

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE20-17-C-0202/P00006

PAGE	OF
2	4

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/15/2017 to 08/14/2019				

CONTINUATION PAGE

G.3 INVOICE APPROVAL (JUN 2014)

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

Authorized Invoice Approver

Name: Carlton Haenel

Title: COR

Phone: 256-847-2640

Email: carlton.haenel@fema.dhs.gov

G.7 IDENTIFICATION OF GOVERNMENT OFFICIALS (AUG 2014)

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Gary P. Topper

Phone: 301-447-7280

Email: gary.topper@fema.dhs.gov

Fax: 301-447-1092

Contract Specialist:

Name: James Suerdieck

Phone: 301-447-7244

Email: james.suerdieck@fema.dhs.gov

Fax: 301-447-1092

Contracting Officer's Representative:

Name: Carlton Haenel

Phone: 256-847-2640

Email: carlton.haenel@fema.dhs.gov

Alternate Contracting Officer's Representative:

Name: James Johnstone

Phone: 256-847-2108

Email: James.JohnstoneIII@fema.dhs.gov