

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 145
2. CONTRACT NUMBER	3. SOLICITATION NUMBER HSFE70-12-R-0033	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03-02-2012	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Federal Emergency Management Agency Office of Acquisition Management 500 C Street, S.W., PP 5th Floor Washington DC 20472			CODE	8. ADDRESS OFFER TO (If other than Item 7) Federal Emergency Management Agency Office of the Chief Procurement Officer 395 E Street, SW Room 526/W-55 Washington, DC 20472-3205		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 _____ until _____ local time 04-19-2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
	Armetia Cato, Contracting Officer	AREA CODE 202	NUMBER 646-7978	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY FEMA Finance Center P.O. Box 9001 Winchester VA 22604		CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Armetia Cato	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Table of Contents

PART I - THE SCHEDULE	A-1
SECTION A - SOLICITATION/CONTRACT FORM	A-1
SF 33 SOLICITATION, OFFER AND AWARD	A-1
PART I - THE SCHEDULE	B-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PRICE/COST SCHEDULE.....	B-1
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	C-1
[For this Solicitation, there are NO clauses in this Section].....	C-15
SECTION D - PACKAGING AND MARKING	D-1
[For this Solicitation, there are NO clauses in this Section].....	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	E-1
E.2 INSPECTION ACCEPTANCE.....	E-1
E.3 PERFORMANCE EVALUATION.....	E-1
E.4 METHOD OF SURVEILLANCE.....	E-1
SECTION F - DELIVERIES OR PERFORMANCE	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	F-1
F.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011) ALTERNATE I (FEB 2000).....	F-1
F.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011) ALTERNATE I (FEB 2000).....	F-1
F.4 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000).....	F- 6
F.5 TERM OF CONTRACT.....	F-6
F.6 PRINCIPAL PLACE OF PERFORMANCE.....	F-6
F.7 DELIVERY SCHEDULE.....	F-6
F.8 REPORTS OF WORK.....	F-6
SECTION G - CONTRACT ADMINISTRATION DATA	G-1
G.1 IDENTIFICATION OF GOVERNMENT OFFICIALS	G-7
G.2 TASK ORDERING.....	G-4
G.3 SUPPLEMENT TO CHANGE CLAUSE.....	G-4
G.4 INVOICES.....	G-4
G.5 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE.....	G-5
G.6 ORDERING ACTIVITY.....	G-5
G.7 TASK ORDER FUNDING/TASK ORDER CONTENT.....	G-5
G.8 TASK ORDER PROCEDURES.....	G-5
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 REPRODUCTION OF REPORTS.....	H-1
H.2 SERVICE CONTRACT ACT WAGE DETERMINATION.....	H-1
H.3 SUBCONTRACT PLAN.....	H-1
H.4 SUBCONTRACTING REPORTING REQUIREMENT.....	H-2
H.5 RELEASE, PUBLICATION, AND USE OF GOV'T FURNISHED DATA.....	H.2

H.6	INTREPRETATION OF CONTRACT REQUIREMENTS.....	H-2
H.7	CORRESPONDENCE PROCEDURES.....	H-2
H.8	CONTRACTOR COMMITMENTS, WARRANTIES, REPRESENTATIONS.....	H-2
H.9	USE OF FEAM NAME OR CONTRACTUAL RELATIONSHIPS IN ADVERTISING.....	H-2
H.10	NEWS RELEASE.....	H.3
H.11	CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR).....	H-3
H.12	KEY PERSONNEL REQUIREMENTS.....	H-3
H.13	PRESENTATION AND CERTIFICATIONS.....	H.4

PART II - CONTRACT CLAUSESI-1

SECTION I - CONTRACT CLAUSESI-1

I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1
I.2	52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011).....	I-3
I.3	52.216-18 ORDERING (OCT 1995).....	I-3
I.4	52.216-19 ORDER LIMITATIONS (OCT 1995).....	I-3
I.5	52.216-22 INDEFINITE QUANTITY (OCT 1995).....	I-4
I.6	52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989).....	I-4
I.7	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	I-4
I.8	52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2005) ALTERNATE II (OCT 2001)(DEVIATION).....	I-5
I.9	52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000).....	I-10
I.10	52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009).....	I-11
I.11	52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	I-12
I.12	52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010).....	I-12
I.13	52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989).....	I-13
I.14	52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989).....	I-14
I.15	52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008).....	I-14
I.16	52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009).....	I-14
I.17	52.232-32 PERFORMANCE-BASED PAYMENTS (AUG 2010).....	I-15
I.18	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	I-18
I.19	HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006).....	I-18
I.20	HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003).....	I-20
I.21	HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003).....	I-20
I.22	NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS.....	I-21

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS J-1

SECTION J - LIST OF ATTACHMENTS J-1

PART IV - REPRESENTATIONS AND INSTRUCTIONS K-10

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS..... K-10**

K.1	52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011).....	K-10
K.2	52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011).....	K-13

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORSL-1

- L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCEL-1
- L.2 52.215-3 REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES (OCT 1997)..... L-1
- L.3 52.233-2 SERVICE OF PROTEST (SEP 2006).....L-1
- L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) L-2
- L.5 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS L-2
- L.6 PROPOSAL SUBMISSIONL-5

SECTION M - EVALUATION FACTORS FOR AWARDM-1

- M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCEM-4
- M.2 GENERAL.....M-1
- M.3 EVALUATION APPROACH.....M-1

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

The National Responder Support Camps (NRSC) is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to provide RSC services as described in Section C, *Statement of Work*. The Contractor shall provide, in accordance with issued Task Orders (TOs), all necessary labor, supervision, equipment, tools, materials, fuel, and supplies necessary to provide the items and services on an IDIQ basis.

B.1 PRICE/COST SCHEDULE

All TOs issued on a FFP basis will be subject to the unit pricing set forth in Section J – *List of Attachments, Attachment J-10, Pricing Table*, with the exception of the line items to be priced at the task order level. The established unit prices reflect full prices per person for each line item and include all labor, ODCs (supplies, travel, transportation, etc.), materials, indirect costs (such as fringe benefits, overhead, G&A), and profit. The contractors may elect to propose lower unit prices on a task-by-task basis. In any case, proposed unit prices for TOs shall not exceed the ceiling prices established in the contract.

For FFP type task orders, the number of occupants in the task order requirement will be multiplied against the unit prices listed in this schedule, or as negotiated if lower unit prices are proposed for the TO. The extended total of all items will define the fixed price for the TO.

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	AMOUNT
Base Yr - 0001	Responder Support Camp (RSC) Early Phasing - The contractor shall have the capability for early phasing, if requested in the task order, to provide partial RSC support for up to 100 people within a disaster-impacted area anywhere within the CONUS within 36 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract. To be priced with each Task Order on a Firm Fixed Price Basis.	0.00	NTE	_____
Base Yr - 0002	Responder Support Camp (RSC) - The contractor shall provide necessary supervision, professional staff, labor support, material, supplies and equipment as necessary to make a RSC for a maximum of 2000 people within a disaster-impacted area anywhere within the CONUS within 72 hours after notification and in accordance with the Performance Work	0.00	NTE	_____

Statement (PWS) in Section C.2.0 of the Contract.

To be priced with each Task Order on a Firm Fixed Price Basis.

Base Yr - 0003 0.00 TBD

Training - The Contractor (up to a maximum of 2 individuals) shall travel to and participate in an annual FEMA sponsored Agency training exercise and/or conference.

This is an Optional CLIN to be priced with each Task Order on a Firm Fixed Price basis.



Opt Yr 1 - 1001 0.00 NTE

Responder Support Camp (RSC) Early Phasing - The contractor shall have the capability for early phasing, if requested in the task order, to provide partial RSC support for up to 100 people within a disaster-impacted area anywhere within the CONUS within 36 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract.

To be priced with each Task Order on a Firm Fixed Price Basis.



Opt Yr 1 - 1002 0.00 NTE

Responder Support Camp (RSC) - The contractor shall provide necessary supervision, professional staff, labor support, material, supplies and equipment as necessary to make a RSC for a maximum of 2000 people within a disaster-impacted area anywhere within the CONUS within 72 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract.

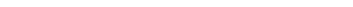
To be priced with each Task Order on a Firm Fixed Price Basis.



Opt Yr 1 - 1003 0.00 TBD

Training - The Contractor (up to a maximum of 2 individuals) shall travel to and participate in an annual FEMA sponsored Agency training exercise and/or conference.

This is an Optional CLIN to be priced with each Task Order on a Firm Fixed Price basis.



Opt Yr 2 - 2001 0.00 NTE
Responder Support Camp (RSC) Early Phasing - The contractor shall have the capability for early phasing, if requested in the task order, to provide partial RSC support for up to 100 people within a disaster-impacted area anywhere within the CONUS within 36 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract. To be priced with each Task Order on a Firm Fixed Price Basis.

Opt Yr 2 - 2002 0.00 NTE
Responder Support Camp (RSC) - The contractor shall provide necessary supervision, professional staff, labor support, material, supplies and equipment as necessary to make a RSC for a maximum of 2000 people within a disaster-impacted area anywhere within the CONUS within 72 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract. To be priced with each Task Order on a Firm Fixed Price Basis.

Opt Yr 2 - 2003 0.00 TBD
Training - The Contractor (up to a maximum of 2 individuals) shall travel to and participate in an annual FEMA sponsored Agency training exercise and/or conference.

Opt Yr 3 - 3001 0.00 NTE
Responder Support Camp (RSC) Early Phasing - The contractor shall have the capability for early phasing, if requested in the task order, to provide partial RSC support for up to 100 people within a disaster-impacted area anywhere within the CONUS within 36 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract. To be priced with each Task Order on a Firm Fixed Price Basis.

Opt Yr 3 - 3002 0.00 NTE
Responder Support Camp (RSC) - The

contractor shall provide necessary supervision, professional staff, labor support, material, supplies and equipment as necessary to make a RSC for a maximum of 2000 people within a disaster-impacted area anywhere within the CONUS within 72 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract.

To be priced with each Task Order on a Firm Fixed Price Basis.

Opt Yr 3 - 3003 0.00 TBD

Training - The Contractor (up to a maximum of 2 individuals) shall travel to and participate in an annual FEMA sponsored Agency training exercise and/or conference.

This is an Optional CLIN to be priced with each Task Order on a Firm Fixed Price basis.

Opt Yr 4 - 4001 0.00 NTE

Responder Support Camp (RSC) Early Phasing - The contractor shall have the capability for early phasing, if requested in the task order, to provide partial RSC support for up to 100 people within a disaster-impacted area anywhere within the CONUS within 36 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract.

To be priced with each Task Order on a Firm Fixed Price Basis.

Opt Yr 4 - 4002 0.00 NTE

Responder Support Camp (RSC) - The contractor shall provide necessary supervision, professional staff, labor support, material, supplies and equipment as necessary to make a RSC for a maximum of 2000 people within a disaster-impacted area anywhere within the CONUS within 72 hours after notification and in accordance with the Performance Work Statement (PWS) in Section C.2.0 of the Contract.

To be priced with each Task Order on a Firm Fixed Price Basis.

Opt Yr 4 - 4003 0.00 TBD

Training - The Contractor (up to a maximum of 2 individuals) shall travel to and participate in an annual FEMA sponsored Agency training exercise and/or conference.

This is an Optional CLIN to be priced with each Task Order on a Firm Fixed Price basis.

GRAND TOTAL ---

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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**PERFORMANCE WORK STATEMENT
NATIONAL RESPONDER SUPPORT CAMP (RSC) OPERATION SERVICES****C.1.0 BACKGROUND**

The Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA) mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from and mitigate all hazards.

One of FEMA's responsibilities is to ensure the effectiveness of emergency response personnel in responding to emergencies and disasters. Types of disasters and emergencies that could happen across the United States include, but not limited to, hurricanes, floods, earthquakes, cyclones, tornadoes, blizzards, acts of terrorism, tsunamis, or avalanches. FEMA also plays a role in assisting with events designated by the Secretary of Homeland Security as National Special Security Events (NSSEs) and with respect to National Response Framework activities of federal agencies.

C.1.1 OBJECTIVE

To support this mission, FEMA is soliciting for services for National Responder Support Camps (RSC) in which to stage responders and other authorized personnel and assets deployed for occurrences or events requiring a federal government response. The National Responder Support Camps contract will be used by FEMA, or by other federal agencies through FEMA, consistent with the specific authorities of the agency utilizing the contract's services. During disaster situations or other events, federal, state and local responders may need a place that provides shelter, food, and additional basic needs. The National Responder Support Camps contract will be used by those responding to Federal disaster or emergency needs, or any other situation where FEMA or an agency working through FEMA needs a RSC. FEMA shall be able to call upon vendor(s) to provide RSC services throughout the Continental United States (CONUS), also referred to as the lower 48 contiguous states excluding Alaska and Hawaii.

C.1.2 SCOPE

The scope of this Performance Work Statement (PWS) includes providing RSC support services inclusive of camp design, mobilization, site preparation, installation, RSC management and operation, and demobilization as set forth herein and in task orders. The contractor shall provide all necessary labor, supervision, equipment, tools, materials, fuel, and supplies necessary to provide the items and services described herein and set forth in task order (s). The contractor shall have the ability at a minimum to provide for two (2) RSCs, each housing up to a maximum of 2000 persons, simultaneously. Contractor services include:

- Responder Support Camp Design
- Mobilization
- Site Preparation
- Installation and maintenance of all contractor provided equipment
- All services necessary to effectively and efficiently manage and operate the RSC
- Demobilization

The contractor shall house all authorized camp occupants with, not limited to, tents or modular units to meet all applicable design loads for wind, snow, seismic, flood and other potential hazards, equip all facilities with air conditioning and heating (HVAC) to meet all environmental conditions, install and maintain leveled plywood floors (or equivalent), as well as providing bedding, meal services, kitchen, dining hall, limited recreation facilities, operations center, medical unit, refrigerated trucks, shower units, hand wash units, potable (drinking) water, water purification and manifold distribution systems, toilets, on-site manifold distribution of

black and grey water and associated on-site sanitation systems, complete laundry service, industrial generators, light towers, and security (ID) cards, fencing and barricades.

C.1.3 PLACE OF PERFORMANCE

The NRSC will cover the following geographical areas in the Continental United States (CONUS):

Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, Pennsylvania, New Jersey, Delaware, Maryland, West Virginia, Virginia, the District of Columbia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Montana, Wyoming, Utah, Colorado, North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, Wisconsin, Illinois, Michigan, Indiana, Ohio, New Mexico, Texas, Oklahoma, Arkansas, Louisiana, Washington, Oregon, Idaho, Nevada, California, and Arizona.

Note: The Government reserves the right to award additional IDIQ contracts competitively, following the award of initial contracts, to any given area(s).

C.1.4 PERIOD OF PERFORMANCE

The Period of Performance is as follows:

Base is from date of award through 12 months, with 4, 12-month option years.

C.1.5 RESPONDER SUPPORT CAMP CAPACITY

The Contractor shall have the capability to construct the RSC to meet the minimum and maximum capacity ranging from 301 to 2000. Actual camp occupancy may vary from camp capacity. RSC population or occupancy is defined as the number of individuals actually lodging at the RSC. The Government does not guarantee that the RSC will be fully occupied to meet the camp capacity. RSC occupancy or population may change significantly over the duration of the task order. The National COTR and Task Order COTR will give the Contractor 24-hour notice prior to any changes in the estimated camp population. The National COTR and Task Order COTR may only adjust RSC populations to levels within the RSC minimum and maximum capacity, from 301 to 2000. Vendor must be capable of scaling the camp size up or down in increments of 100 occupants within 24 hours of notification.

C.1.6 HOURS OF CAMP OPERATION

RSC hours of operation are 24 hours a day, seven days a week.

C.1.7 COMMUNICATION

The Contractor shall ensure that communications are established and maintained throughout the provisioning of RSC support services between personnel and the Government

C.2.0 GENERAL INFORMATION

The Contractor shall be capable of establishing and maintaining a RSC within disaster-impacted areas within 72 hours of task order award. The RSC task order will specify the initial RSC capacity, but the capacity will be no less than 301 RSC occupants and no more than 2,000 RSC occupants. Additionally, the contractor shall have the capability for early phasing, if requested in the task order, to provide partial RSC support (sleeping, feeding, i.e. commercial ready to eat meals, medical and sanitation) for 100 personnel 36 hours after task order award. The remaining RSC initial capacity must be ready for occupancy

no later than 72 hours after task order award. The Contractor shall provide complete, turn-key RSC operations as designated by the Government within the designated disaster area.

The Contractor shall staff the RSC with a team of trained specialists to professionally set-up, operate and manage the camp. At a minimum these include the five key personnel 1) RSC Manager, 2) Quality Assurance Manager, 3) Nurse, and 4) Food Service Manager, as well as any additional staff needed to manage and operate the camp, for example staff to check-in and check-out of personnel (occupants and authorized visitors) entering and exiting the RSC, food service workers, maintenance and cleaning staff. The Contractor shall have the capability of modular expansion or reduction in blocks of 100 personnel within 24 hours notice based on changing mission needs and camp population, not to exceed the maximum or minimum RSC capacity. The Contractor shall have sufficient equipment readily available for rapid deployment as well as preventive maintenance programs to ensure optimum equipment readiness levels at all times.

The Contractor shall have the capability to provide engineering, environmental baseline, site design and phasing analysis to assist in effective planning and use of the RSC site.

C.2.1 ADVERTISEMENTS, PUBLICIZING AWARDS, AND NEWS RELEASES

All press releases or announcements about agency programs, projects, and contract awards must be cleared by the Program Office as authorized by the CO, working in conjunction with the Office of External Affairs. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising, or communicates with any media without first obtaining explicit written consent to do so from the Program Office and the CO.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

C.2.2 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/SERVICES

The Government will furnish land and be responsible for the site lease for the RSC. The site condition for a RSC may vary significantly. RSC Security will be provided by the Government. The Government reserves the right to provide any other equipment or services to support Camp operations. Any other Government furnished equipment or services shall be set forth in the task order.

C.2.3 CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES

To the maximum extent practical, the Contractor will furnish all other supplies, equipment and personnel. The Contractor will comply with environmental purchasing regulations and Presidential Executive Order 13423 when acquiring products and services used in performance of the RSC contract. Specifically the Contractor will acquire biobased, environmentally preferable, energy-efficient, water-efficient, and recycled-content products, and use paper of at least 30 percent post-consumer fiber content. For more information, visit <http://www.biopreferred.gov/?SMSESSION=NO>, <http://www.epa.gov/epawaste/conserva/tools/cpg/index.htm> and <http://www.epa.gov/epp/>.

C.2.4 SAFETY STANDARDS

The RSC shall be kept in compliance with applicable OSHA rules in 29 CFR Part 1926 & 29 CFR 1910, specifically 29 CFR 1910.142 Environmental Protection Agency (EPA) regulations outlined in 40 CFR and all other local, state and federal regulatory standards and conditions for safety and health and environmental management.

C.2.5 CODE ADHERENCE/COMPLIANCE REPORT

The Contractor is responsible for adherence to applicable federal, state, and local regulations and laws. This includes but is not limited to all Local and State Occupational Safety Health and Environmental Management Department regulations, the 2006 International Building Code, 2006 International Fire Code – Chapter 24 and NFPA 101 – Life Safety Code for the occupancies being constructed.

The contractor is responsible for obtaining all required permits prior to camp acceptance. FEMA will support the contractor's efforts to expedite the permit process. The contractor must notify the contracting officer and COTR immediately if the circumstances raise any concerns about the contractor's ability to obtain the necessary permits. In addition, throughout all phases of the responder support camp lifecycle the contractor must comply with all applicable local, State, and Federal rules and regulations associated with the operation of camp support systems and operate within the conditions of any permits obtained or applied for. This includes, but is not limited to, the operation of potable water systems and wastewater treatment systems; collection, storage, and disposal of hazardous and regulated waste; and collection and disposal of solid waste.

The Contractor shall be responsible for meeting manufacturer recommended installation specifications. The contractor shall perform a local code review of the jurisdictional area where the RSC is located and implement any requirements determined to be more stringent than the National Codes indicated in this Performance Work Statement. A written compliance report shall be provided to the Government upon completion of this code review within 10 days of the task order award (See C.9 Item 2 Contract Data Requirement List (CDRL)).

C.2.6 ACCESS FUNCTIONAL NEEDS

The contractor is responsible for accommodating individuals with access functional needs. This includes, as a minimum, the Americans with Disabilities Act and any other federal, state and local codes.

C.3.0 REQUIREMENTS

C.3.1 CONTRACTOR STAFFING

The contractor's staff shall be comprised of multi-disciplined personnel operating around the clock while the camp is in operation. Staff sizing will be dependent on the size and scope of the camp operation and shall be sufficient to ensure that the camp is managed efficiently and effectively. Whenever practical, displaced citizens will be given the first opportunities for employment within the camp, assuming skills and capabilities are pertinent for the open positions. The Contractor shall have the capability to provide engineering, site design and phasing analysis to assist in effective planning and use of the RSC site. The contractor and its staff shall adhere to federal privacy laws, including the Privacy Act of 1974. All contractors' personnel shall be able to pass a background check in accordance with the FEMA Contractor Eligibility and Personal Identification Verification (PIV) Process, (DHS Clause 3052-204.71). (**NOTE: Workers must be screened prior to camp acceptance; however, prior to camp acceptance, contractor(s) will be authorized to perform services as stated under the Section C.1.5 "Responder Support Camp Capacity").

C.3.2 CAMP SITE LAYOUT PLAN

The Contractor shall provide with each task order proposal site specific design plans, camp site requirements and layout to the CO in accordance with the RSC site spacing provided by the Government (See C.9 item 5 Contract Data Requirement List (CDRL)).

C.3.3 TRANSITION PLAN

The contractor shall provide a transition plan (See C.9 Item 4 Contract Data Requirement List (CDRL)) with the task order proposal to ensure a smooth transition from task order award to full camp operational status (phase-in). The transition plan for the phase-in period shall include, at a minimum, mobilization, site preparation, transition with existing camp contractor (if necessary), contractor employee training and orientation, assessment of potential security risks, and assumption of full operational responsibility. A site specific transition plan shall be submitted with the task order proposal. A similar plan shall be provided for phase out seven days prior to RSC closing.

C.3.4 EQUIPMENT INVENTORY REPORT

The Contractor shall have the capability to provide assets that can be expanded and reduced based on mission needs and camp population. The Contractor shall provide an Equipment Inventory Report weekly (See C.9 item 1 Contract Data Requirement List (CDRL)) to the Contracting Officer (CO), National COTR, or Task Order COTR. The Equipment Inventory Report shall include all equipment used to erect and operate the camp. The report shall state if the equipment is owned/leased. The Contractor shall have sufficient equipment available for rapid deployment and preventive maintenance programs to ensure optimum equipment readiness levels at all times.

C.3.5 DAILY LOGS

The contractor shall maintain daily camp logs (See C.9 Item 3 Contract Data Requirement List (CDRL)). Copies of the logs shall be made available to the CO/ National COTR/Task Order COTR and FEMA RSC Coordinator. Daily logs shall include, but not be limited to:

- Daily occupancy counts;
- Summary of any technical direction provided by the National COTR/Task Order COTR and contractor action taken;
- Results of water testing samples (when tested);
- Summary of the daily menu;
- Number of meals served per day;
- Any billeting issues;
- Number, type, and severity of medical incidents; and
- A summary of any significant RSC daily events.

Daily log must be signed by the National COTR or Task Order COTR and the Contractor RSC Manager. The Contractor's employees, including sub-contracted employees, shall not be included in occupancy, meal or laundry counts for billing purposes, but shall be included as a separate category in the daily camp summary reports to aid the RSC Coordinator in the event of an emergency or evacuation situation.

C.3.6 MEDICAL PLAN

The Contractor shall develop and maintain camp specific medical plans (See C.9 Item 8 Contract Data Requirement List (CDRL)) that include camp processes and procedures in the event of an emergency to be submitted with the task order proposal. The plan shall identify local medical treatment facilities and transportation routes to the treatment facilities.

C.4.0 MOBILIZATION

C.4.1 RESPONDER SUPPORT CAMP MOBILIZATION

RSC setup shall be completed to the RSC capacity set forth in the task order. If required in the task order, the contractor shall phase in partial RSC support (sleeping, feeding, medical and sanitation) for 100 personnel no later than 36 hours after task order award. All remaining RSC services shall be fully operational 72 hours after the task order award.

Changes to accommodate increases or decreases in RSC population and associated services (within the limits of the RSC capacity set forth in the task order) shall be completed within 24 hours after notice or as directed by the CO. Any changes to exceed RSC capacity set forth in the task order must be approved by the Contracting Officer and must be completed within 72 hours of notice provided by the Contracting Officer.

C.4.2 RESPONDER SUPPORT CAMP SITE DESIGN

The Contractor shall provide with each task order proposal site specific design plans (See C.9 Item 6 Contract Data Requirement List (CDRL)), camp site requirements and layout to the CO in accordance with the RSC site spacing provided by the Government. The Contractor will implement storm water erosion controls in accordance with federal, state, and local regulations including but not limited to obtaining permits, performing all necessary site improvements, and restoring the site to meet or exceed original site conditions.

C.4.3 RESPONDER SUPPORT CAMP SITE PREPARATION

The Contractor shall perform all work necessary for site evaluation, preparation, installation and use. The Contractor shall make the site ready for placement of all contractor and Government provided equipment, personnel and assets. Depending on the site, the contractor shall perform all necessary site improvements to ensure positive drainage, expand site capacities, create parking and common areas and perform selective clearing and grubbing in accordance with all federal, state and local environmental regulations. Additionally, the Contractor will follow all EPA Storm Water Best Management Practices found at <http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm>. For example, on a sloped site the ground may be graded to allow water to drain away from the structures, while on a level site the facilities may need to be elevated to ensure that water drains around them. The Contractor will be responsible for designing and preparing the camp site sufficient to establish positive drainage that ensures that the camp remains dry at all times and that pools of water do not settle and stagnate in the camp area. The Contractor shall maintain camp grounds on a periodic basis to include brush clearing, grass and brush cutting.

The Contractor shall meet requirements based on the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988: Floodplain Management, Executive Order 12898: Environmental Justice, and other environmental planning and historic preservation laws by following the conditions established through FEMA's environmental and historic preservation (EHP) review. These conditions will be established by FEMA's staff based on the unique characteristics of each site. These include:

- Complying with mitigation measures to reduce the impact to the environment as established by the EHP review (e.g. use of silt fences to reduce sedimentation, use of construction best management practices to reduce air quality issues, appropriate handling, disposition, remediation, or containment of hazardous materials in the project area, etc.).
- Acquiring applicable Federal, State, or local environmental permits required for the project (e.g. Storm Water Pollution Prevention Permit [SWPPP], National Pollution Discharge Elimination System [NPDES] permit, construction permits, Clean Water Act Section 404 for fill, etc.).
- Immediate cease of work and notification to FEMA Regional Environmental Officer (REO) and CO if potential archeological resources are discovered during construction and ground disturbance work.

C.5.0 RESPONDER SUPPORT CAMP (RSC) SET-UP

C.5.1 BILLETING

The Contractor shall provide billeting for the personnel assigned to the camp. Billeting shall be provided in commercially available climate controlled facilities which include floors, doors, lights, sleeping beds/cots and fire extinguishers in accordance with all applicable OSHA 29 CFR 1910 and 29 CFR 1926 standards and requirements. All billet facilities shall be installed in accordance with local codes, 2006 International Building Code, 2006 International Fire Code – Chapter 24 and NFPA 101 – Life Safety Code – Chapter 28, New Dormitories. Such billeting shall be fully installed and ready for occupancy within 72 hours of task order award unless directed otherwise on a task order specific basis. Changes to accommodate increases or decreases in RSC population must

be authorized through written modification by the Contracting Officer and shall be completed within 24 hours after notice provided by the National COTR/Task Order COTR.

All billet facilities shall be installed in accordance with referenced codes and manufacturers approved engineering data. All structure engineering data shall be maintained on file in the project site office. Air movement within structures shall be in accordance with ANSI Z.4.1.4. Billeting shall be segregated by gender (i.e. male and female).

- If tents are provided for billeting, they shall typically be one of two types: pole tents or frame tents.
 - Pole tents shall comply with the California Fire Code, GA217 for Flame Retardancy and NFPA 701 Flame Retarding Fabric Requirements and 2006 International Fire Code – Chapter 24. Pole tents shall be rated to meet the wind loading requirements contained in Chapter 6 of the ANSI/ASCE 7-05 Minimum Design Loads for Buildings and Other Structure, for the location selected.
 - Frame tents shall be rated to meet the design loading requirements contained in ANSI/ASCE 7-10 Minimum Design Loads for Buildings and Other Structures, for the location selected as follows: wind loads contained in Chapters 26 – 31; Snow loads contained in Chapter 7; Seismic loads contained in Chapters 11-23; Flood loads contained in Chapter 5. The provisions of ANSI/ASCE 7-05 may also be used following the associated chapters; Chapter 6 for wind; Chapter 7 for snow; Chapters 11 – 23 for seismic; and Chapter 5 for flood. Structures shall meet or exceed: the OSHA 29 CFR 1910, 29 CFR 1926, all locally adopted building code regulations or the provisions of the 2009, or 2006, editions of the International Building Code; Chapter 24 of the 2009, or the 2006, editions of the International Fire Code; and the NFPA 101 – Life Safety Code – for occupancies constructed. In California, frame tents shall meet or exceed California Fire Code GA 217 for Flame Retardancy and NFPA 701 Requirements.

For privacy and to accommodate 24/7 work schedules, windows are required to be able to close. Flooring shall be in compliant with OSHA 29 CFR 1910.142

Flooring shall be placed within all interior portions to provide a firm level working or living area. Prior to placing floors on the ground, an entomology service shall be utilized to eliminate potential bug or insect hazards. Periodic screenings and repeat applications shall be provided as needed to ensure inactivity. (However, if pests become a problem, the contractor is responsible for getting rid of them). Additional pest control programs shall be put in place where applicable and in accordance with OSHA 29 CFR 1910 and other applicable federal, state and local standards and requirements.

Lighting shall be provided at a rate of at least 20 foot candles and will be placed on timers for blackout times to accommodate sleep schedules. All lights shall be NEC and UL listed for outdoor and wet conditions. Egress and emergency lighting shall be provided per 2006 International Fire Code, section 2403.

Standard charging stations for electrical devices such as cellular phones and laptops shall be provided throughout the sleeping quarters to accommodate at least 20% of occupancy.

Fire Extinguishers shall be provided for each individual structure and sized appropriately for its occupancy and rated for Type ABC fires. Special areas such as kitchens may require other rated type extinguishers appropriate for their specific location.

Sleeping cots or beds shall be provided for all occupants. If cots are used, they shall be constructed of nylon and aluminum or equivalent and have a minimum 300 lb capacity. If beds are used, then the mattresses shall be **Standard Twin 36"W x 75"L x 6"H, or larger, with inner-springs or coils. Foam mattresses may be substituted if approved in advance by the Contracting Officer.** Pillow, blanket, sheets and pillow cases shall be provided with each cot. Cots shall be placed in compliance with all applicable OSHA 29 CFR 1910 and 29 CFR 1926 standards and requirements.

Each occupant shall be provided with a personal storage box and lock (combination or key). The storage box/locker should be a minimum capacity of 4 cubic feet and with dimensions that allow it to be easily stored under or beside their bed.

C.5.2 ADMINISTRATIVE AREAS

The Contractor shall provide administrative areas equipped with internet access. If possible, these areas shall be within tented facilities or office trailers. These areas will be used to house the Contractor's camp management and the Government Task Order COTR and representatives operations. The number of government personnel will be determined at the TO level. These shall also be the locations for in-processing and out-processing of RSC inhabitants and RSC information boards. The Contractor shall provide secure containers where security can discharge (clear) their weapons in any of the main areas throughout the Camp.

C.5.2A SECURITY

Separate Security Housing outside the general population may be required but will be identified in each Task Order Proposal Request (TOPR).

C.5.3 FENCING AND BARRICADES

The Contractor shall provide fencing and barricades around the perimeter of the RSC as set forth in the task order. The Contractor shall also provide fencing and barricades around areas which are "off limits" to occupants. Fencing and barricades are required within 36 hours for "phased" setup timeframes, and 72 hours for the rest of the initial setup timeframe. This is to ensure the health and safety of occupants. Fences, barriers, and implemented separation mechanisms shall comply with all local, state, and applicable building codes and regulations, as well as any applicable FEMA security requirements as defined by the Joint Field Office (JFO) Security Officer. All fences or barriers shall comply as a minimum with requirements imposed by the Americans with Disabilities Act or other Federal, State and local requirements.

C.5.4 COVERED WALKWAYS

Depending upon the location of the disaster covered walkways may be required. If covered, it must be in compliance with the National Fire Protection association NFPA, 101 "Life Safety Code", International Building Code (IBC) 2009 and American Society of Civil Engineers (ASCE) 7-05.

C.5.5 MEDICAL UNIT

The Contractor shall provide a medical unit staffed with, at a minimum, a medical person certified in Advance Cardiac Life Support (ACLS) procedures 24 hours a day, 7 days a week, unless directed otherwise by the CO. The medical unit shall be capable of handling all medical emergencies in accordance with American Heart Association, Advanced Cardiac Life-support (ACLS) at a minimum. The Medical Unit shall be equipped to provide basic care for minor illness and injury; this will include dispensing of common over the counter medications. Medical personnel shall provide medical services to occupants and contractor employees 24 hours a day, seven days a week.

The Contractor shall immediately notify the agency point of contact of any occupant injuries or illnesses requiring any level of documentation and shall forward completed forms (to include all required information on the accident or illness, including medical documentation, fund code and type of hire (Ex: DAE, DTE, NDMS, etc.) to FEMA management via the agency's point of contact within 24 hours of the notice to the Agency.

C.5.6 AUTOMATIC EXTERNAL DEFIBRILLATORS (AED)

Automatic External Defibrillators (AED) will be placed in all areas of assembly (i.e. Dining Facility, MWR, Billeting) AEDs shall be located in proximity to the main entrance door and be marked with a large predominate sign.

C.5.7 RESTROOM FACILITIES

The Contractor shall provide portable restroom trailers/units with flushing toilets at each RSC to ensure compliance with all applicable OSHA 29 CFR 1910 and 29 CFR 1926 standards and requirements and all other federal, state and local applicable

requirements. These units shall be designed and certified for use by the Portable Sanitation Association International. All units shall be fully serviced at least once daily, or more frequently as the site capacity requires or if directed by the National COTR/Task Order COTR. All waste water shall be collected with vacuum trucks and transported offsite and disposed at permitted treatment facilities. When available, public utilities shall be utilized. Facilities shall be positioned, or the entrance to facilities shall be screened, to ensure privacy and prevent individuals walking by from seeing into the facility. The restrooms facilities shall be segregated by gender (i.e. male and female).

C.5.8 MOBILE SHOWER FACILITIES

The Contractor shall provide mobile shower facilities to ensure compliance at a minimum with OSHA 29 CFR 1910 and 29 CFR 1926. Facilities shall be positioned, or the entrance to facilities shall be screened, to ensure privacy and prevent individuals walking by from seeing into the facility. Shower facilities shall have individual stalls, sinks with mirrors and outlets for hairdryers and shaving equipment shall be provided. Units shall have hot and cold water and shall be serviced with an ASME rated propane water heater and an anti scald valve for user safety. Heated water shall be provided at a minimum of 101 degrees Fahrenheit. Hand wash facilities shall be provided at RSC to meet camp population demand. All showers and sink facilities shall be sanitized twice daily with a disinfecting solution. The shower facilities shall be segregated by gender (i.e. male and female).

C.5.9 LAUNDRY FACILITIES

The Contractor shall provide laundry services and shall ensure that clean, fresh linens and towels are available daily upon request by each occupant. This includes all towels for showers, bedding and any linens for the dining facility. These basic services will be provided to all camp occupants and shall be included in the daily contract price.

A drop and fold service for RSC occupants' personal laundry shall be available for daily drop-off and pick-up. If requested by an occupant laundry shall be done individually for sanitation concerns. Drop off and pick-up service for RSC occupants shall be provided with a maximum 24 hour turn-around time and service will be included in base price.

The Contractor is also authorized to provide self-pay drop off and pick-up laundry service authorized holders of RSC Non-Occupant Visitor Identification cards. This service must be provided on a self-pay basis and the Contractor shall accept payment directly from the authorized RSC visitors. No costs associated with providing this service shall be passed on to FEMA.

C.5.10 MORALE WELFARE AND RECREATION (MWR)

The Contractor shall provide a MWR facility, separate from the sleeping area. This requirement is not required within the 72 hours setup timeframe; however, it must be established within three days after the setup of the camp. This facility needs to be able to maintain a 10% capacity rate based on increase and decrease in camp population. This area shall be a tent or other facility with lights, power and HVAC and flooring. This area shall also have tables and chairs for reading and doing personal paperwork. The area shall have television and movie capabilities and seating for inhabitants to relax. The contractor shall provide:

- TV—there is no set number or size, but there must be enough so that personnel can comfortably watch TV.
- Internet access—Can be wired or wireless—though wireless can service more users, the signal must be strong enough to keep a good connection.
- Standard charging stations for equipment like cell phones and laptops shall be provided throughout the MWR to accommodate at least 20% of occupancy.
- Numerous magazines, newspapers, books, and games.
- Refrigerators and microwaves commensurate with camp capacity.

C.5.11 HAND-WASHING STATIONS

The Contractor shall furnish sufficient hand-washing stations at each entrance to the dining area for personnel to use prior to entering and shall furnish sufficient hand-washing stations near restroom and billeting facilities in accordance with 29 CFR 1910 or 29 CFR 1926 requirements. Personnel shall not have to wait in line for more than five minutes to use a hand-washing station. The Contractor is responsible to ensure that the hand wash stations remain stocked with water (hot and/or cold), hand soap and paper towels throughout the dining period.

C.5.12 POWER AND HVAC

The Contractor shall provide power and HVAC as required to power the requirements of the camp. Available site utilities will be specified in each task order. Temporary power and HVAC, when needed, shall be provided via mobile diesel generators and heating and cooling units sized to support the facility as required. Units shall be self contained, and mobile and over the road transportable. Units shall be sound attenuated with noise levels rated at no higher than 69 dBA and locate a reasonable distance from the billeting to allow for proper sleep of camp occupants. Panels and transformers shall be placed as required by the site configuration. Distribution shall be provided with cam lock connectors and sized to applications. GFCI outlet boxes shall be placed throughout the facility as design requires. Wherever cabling crosses roadways or pedestrian areas, cable ramps shall be used for safety and protection. All electrical equipment shall be UL Listed and rated for NEMA 3R and 4 applications. Electrical systems shall be installed to NEC (National Electrical Codes) by licensed electrical personnel. HVAC shall be provided for all structures in sufficient capacities to meet different environmental conditions. All mobile HVAC units shall be operated on a digital thermostat control.

C.5.13 ENVIRONMENTAL CONTROL

The Contractor shall ensure that all facilities within the RSC are equipped with reverse cycle (Heat and A/C) Environmental Control Units (ECU's) or comparable environmental control system capable of maintaining the ambient temperature inside the facilities at 72 degrees Fahrenheit at all times.

C.6.0 RSC OPERATION

C.6.1 PHOTO IDENTIFICATION CARDS

The Contractor shall furnish identification cards for all RSC occupants and non-occupants requiring entry into the RSC. Please see Section J for the standard format that shall be used when awarded a task order. (See C.9 Item 7 Contract Data Requirement List (CDRL)).

The Occupant Identification Card will be used to access lodging, RSC facilities, meals, and laundry services. The Occupant Identification Card will be clearly distinctive from other categories of identification cards.

Non-Occupant Identification cards will also be provided to authorized, non-occupant RSC visitors and will allow these authorized visitors access to the RSC dining and laundry on a self-pay for services basis. The Non-Occupant Identification Card will be clearly distinctive from other categories of identification cards.

All Contractor employees, including sub-contractors, shall have identifiable markings on their outer clothing displayed at all times. Contractor Identification badges shall display their name and photograph identifying they are employees of the Contractor which shall be visible at all times. These ID badges will be clearly distinctive from other categories of ID badges stating "Under Contract to FEMA". FEMA Security will have a badge machine at the RSC to issue badges to contractor personnel that have background checks and fingerprints completed on file. (**NOTE: Contractor workers building the camp will need badges at all times; this requirement applies to work performed even prior to full acceptance of camp site).

C.6.3 MEAL SERVICES AND DINING FACILITY

The Contractor shall provide a dining facility at each RSC which shall meet or exceed OSHA 29 CFR 1910, 29 CFR 1926, and 2006 International Fire Code – Chapter 26 and NFPA 101 – Life Safety Code – Chapter 12 -New Assembly occupancy.

Contractor shall provide food preparation services capable of providing meals per feeding sufficient to meet RSC occupancy levels. All meals may be prepared in accordance with the Army 14 Day Menu program (or equivalent like NIFC Mobile Food Services contract <http://www.fs.fed.us/fire/contracting/index.htm>) and may be enhanced based on individual chef specialties and skills. The Contractor shall prepare three meals per day (Breakfast, Lunch and Dinner). Lunch meals shall be prepared as “take-away” bagged meals or hot boxed meals. Dinners shall be hot meals. The Contractor shall accommodate special meal needs such as vegetarian, vegan, kosher, halal or other special dietary menu needs. Vegetarian meals shall at a minimum be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular meals with the exception that no meat, fish, or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian sack lunches in lieu of meat, fish or poultry.

Snacks: Hot coffee, tea, bottled water and assorted snacks shall be made available twenty-four hours per day.

Food supplies shall be staged in appropriate storage equipment, dry vans or refrigerated/freezer trailers until prepared. Meal counts for each meal shall be provided to the National COTR/Task Order COTR on a daily basis. The Contractor shall provide a dining facility adequate to feed the RSC population within a four hour window or within a schedule as agreed to by the Contracting Officer via the National COTR/ Task Order COTR. The dining facility shall have adequate seating capacity to accommodate a minimum of 1/3 the RSC occupancy level.

The Contractor shall ensure that all personnel entering or working in food preparation and/or serving areas shall be in compliance with local and State Health Codes and Regulations (i.e., wearing hairnets or disposable hats, washing hands, etc.). The Contractor shall ensure that food is prepared, stored, served and disposed of in accordance with all local, state and federal requirements and is subject to inspections from a Certified Sanitarian. The Contractor shall ensure that employees are neat and clean. Single-use, food-grade gloves shall be worn when serving meals.

The Contractor shall ensure that each Mobile Food Service Unit Manager and Supervisory Cook has a current Certificate of Completion for food service management, handling, and sanitation training.

C.6.4 MEAL PAYMENT

The Contractor is also authorized to provide meals to authorized holders of RSC Non-Occupant Visitor Identification cards. These meals must be provided on a self-pay basis and the Contractor shall accept payment directly from the authorized RSC visitors. No costs associated with providing this service shall be passed on to FEMA.

C.6.5 SANITATION INSPECTIONS

In addition to evaluations by the National COTR/ Task Order COTR, FEMA SHMR representatives shall have access to the kitchen and dining area(s) for compliance with sanitation standards as required by local, state and federal regulations both prior to the commencement of operations and randomly through the operation of the facilities.

The cleanliness of each space and related equipment will be measured by means of the Food Service Sanitation Ordinance and Code, Part V of the Food Service Sanitation Manual, U.S. Public Health Service Publication 934 (1965) and all other applicable federal, state and local standards and requirement. When a food establishment exceeds critical violation limits, the establishment may be shutdown until required sanitation standards are restored. The Contractor shall be responsible for any and all costs associated with closure due to the Contractor’s failure to maintain acceptable sanitation standards.

C.6.6 ABLUTION

The Contractor shall provide potable water supply, shower facilities, hand wash stations, laundry facilities, portable flushing toilet/restroom units, and wastewater collection systems at each camp. All water supply equipment shall be rated for potable water

supply in accordance with ANSI/NSF 42, 53, & 61 standards and applicable EPA and state and local regulations for potable water. Water systems shall be operated in accordance with all federal, state and local standards and requirements. Water Quality samples shall be obtained as required by the EPA and analyzed at a state certified lab for compliance with Safe Drinking Water Act requirements. All water testing reports shall be provided to FEMA for review as soon as results are received.

C.6.7 WASTE WATER

The Contractor shall ensure that wastewater from showers, laundry, hand-washing stations, restroom/toilet facilities and kitchen facilities and any other source shall be collected into pump stations and pumped to storage tanks. All waste water onsite shall be collected. Vacuum trucks shall maintain a service schedule to remove the wastewater from the tanks and transport offsite to dispose of at a permitted treatment facility. The collection and use of gray-water for on-site purposes may be permitted if authorized by local authorities and implemented via a contract modification. Use of Containerized On-Site Waste Water Systems may be used if authorized by Contracting Officer through the National COTR/Task Order COTR. When available, public utilities shall be utilized.

C.6.8 SOLID WASTE COLLECTION AND DISPOSAL (DUMPSTERS)

The Contractor shall provide all necessary solid waste collection and disposal for the RSC in accordance, EPA 40 CFR 243 and any additional State, and Local regulations at least once per day. RSC Contractors shall establish recycling programs in accordance with Presidential Executive Order 13423 and have a goal to recycle 35% of waste generated from RSC operations. Items recycled must include at a minimum the following:

- **Toner cartridges**
- **Batteries**
- **Scrap metal**
- **Fluorescent light bulbs**
- **Paper (white paper, mixed paper, newspaper)**
- **Cardboard**
- **Aluminum**
- **Wood pallets**
- **Plastic**
- **Glass**

C.6.9 JANITORIAL SERVICES

The Contractor shall provide janitorial services for all components of the RSC. All sleeping areas shall be cleaned once daily or more frequently if needed. The kitchen and dining facility shall be cleaned and sanitized after each meal. Cleaning and janitorial services should be performed sufficiently to keep the camp professionally clean and sanitary at all times.

Products and all other items used to furnish these services shall be compliant with that stated in Section C.13 “Contractor Furnished Equipment and Supplies.”

C.7.0 CAMP DEMOBILIZATION

The Contractor shall develop and present a demobilization plan to the CO within 14 days of occupation of site (See C.9 Item 9 Contract Data Requirement List (CDRL)). The Contractor shall demobilize the RSC within seven days of notice, or as negotiated, by the Contracting Officer.

All associated costs for time and travel from the disaster incident after RSC demobilization must be incorporated in the overall demobilization costs.

C.7.1 SITE RESTORATION

The Contractor shall demobilize camp, clean the site, remove/dispose of all garbage and used materials and return the site to its original condition, minus reasonable wear and tear within seven days of the demobilization notice. The Contractor shall meet any special conditions established in the EHP review process for the return of the site to its original conditions.

C.7.2 UNSCHEDULED EMERGENCY DEMOBILIZATION

The Contractor shall have the capability to demobilize outside of harm’s way for immediate redeployment when a threatening situation puts the RSC or responders at risk. The Contractor shall be capable of removing assets within 12 hours after receiving CO notification.

C.8.0 TRAINING

Two personnel from each contractor shall travel to and participate in a FEMA-sponsored conference every year. The conference will be no more than four days long and is anticipated to be held in the National Capital Region; however, the exact time and location is TBD.

C.9.0 CONTRACT DATA REQUIREMENT LIST (CDRL)

The Contractor shall prepare the deliverables below and submit them to the entities specified in the chart.

Deliverable Item	PWS REF.	TYPE	WHAT TO INCLUDE	HOW OFTEN/WHEN	TO WHO
1	C.3.4	Equipment Inventory Report	<ul style="list-style-type: none"> All equipment (itemized used to erect and operate the camp) Whether the equipment is owned/leased 	Weekly	CO, Administering Contracting Officer (ACO), National COTR, or Task Order COTR
2	C.25	Written Compliance Report	<ul style="list-style-type: none"> Compliance with codes of jurisdictional area Implementation of requirements determined to be more stringent than the National Codes indicated in this Performance Work Statement (<i>see Code Adherence</i>) 	Within 1 days of task order award after completion of jurisdictional code review	CO, ACO
3	C.3.5	Daily Logs	<ul style="list-style-type: none"> Daily Occupancy Counts Summary of any technical direction provided by the National COTR/Task Order COTR and contractor action taken Results of water testing 	Daily	CO, ACO, National COTR or Task Order COTR

			<p>samples (when tested)</p> <ul style="list-style-type: none"> • Summary of the daily menu • Number of meals served per meal per day • Number, type, and severity of medical incidents • Summary of any significant RSC daily laundry services, cleaning of shower facilities, janitorial services, etc., events • Summary of maintenance of hand washing stations 		
4	C3.3	Transition Plan	<ul style="list-style-type: none"> • Phase-In: <ul style="list-style-type: none"> ○ Mobilization ○ Site Preparation ○ Transition with existing camp contractor (if applicable) ○ Contractor employee training and orientation ○ Assessment of potential security risks ○ Assumption of full operational responsibility 	<ul style="list-style-type: none"> • Phase-In: <ul style="list-style-type: none"> ○ With transition plan • Phase-Out: <ul style="list-style-type: none"> ○ Seven days prior to camp closing 	CO, ACO, National COTR, Task Order COTR
5	C.3.2	Camp Site Requirements and Layout	<ul style="list-style-type: none"> ○ Implementation of storm water controls in accordance with federal, state, and local regulations ○ Site improvements needed to establish: <ul style="list-style-type: none"> ○ Positive drainage ○ Expand site capacities ○ Create parking and common areas ○ Performance of selective clearing and grubbing 		CO, ACO, National COTR, Task Order COTR
6	C.4.2	Site Specific Design		With each task order proposal	CO, ACO

		Plans			
7	C.6.1	ID Cards	<ul style="list-style-type: none"> • Camp occupants • Visitors • Contractor/subcontract or employees <ul style="list-style-type: none"> ○ Must state “Under Contract to FEMA” 		CO, ACO, National COTR, Task Order COTR
8	C.3.6	Camp Specific Medical Plans	<ul style="list-style-type: none"> • Camp processes and procedures in the event of an emergency • Identify local medical treatment facilities and transportation routes to them 	With task order proposal	CO, ACO
9	C.7.0	Demobilization Plan		Within 14 days of occupation of site	CO, ACO, National COTR, Task Order COTR

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

SECTION D - PACKAGING AND MARKING

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

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" 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.

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

E.2 INSPECTION AND ACCEPTANCE

The place of inspection and acceptance of services provided by the contractor shall be set forth in each task order. For the purpose of this clause, the Contracting Officer’s Technical Representative (COTR) named in the Designation of the of Contracting Officer’s Technical 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 PERFORMANCE EVALUATION

This is a performance based contract. During performance of this contract, the contractor shall be evaluated by the CO, the COTR, and/or other designated personnel, in accordance with the overall level of compliance with the contract and the demonstrated quality and timeliness of the services provided. The Quality Assurance Surveillance Plan (QASP) lists the performance requirements by FEMA Task for which contractor performance will be measured when performing under this contract. The Government may adjust the standards and/or identify additional performance elements as may be necessary to ensure that the performance standards for work specified in the order reflect the requirements.

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.

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

Performance Objective	Frequency of Surveillance	Performance Standard	Method of Surveillance	Responsible Party
Equipment Inventory Report	Weekly	100% Adherence	MANAGEMENT INFORMATION SYSTEM (MIS) & Evaluation	COTR
Written Compliance Report	Within 15 days of task order award	100% Adherence		COTR

	after completion of jurisdictional code review			
Daily Logs	Daily	100% Adherence	PERIODIC SAMPLING	COTR
Transition Plan <ul style="list-style-type: none"> • Phase-In: <ul style="list-style-type: none"> ○ With transition plan • Phase-Out: Seven days prior to camp closing 	With Task Order Proposal	100% Adherence	<ul style="list-style-type: none"> • Needed for Task Order Proposal Evaluation – • Needed to monitor RSC construction - Evaluation 	CO COTR/TM
Camp Site Requirements and Layout <ul style="list-style-type: none"> • Initial Task Order Proposal evaluation • Each time RSC expansion or reduction takes place 	Submitted with award	100% Adherence	Evaluation	CO
Site Specific Design Plans	With Task Order Proposal	100 % Adherence	Needed for Task Order Proposal Evaluation	CO
ID Cards	Within 36 hours of Task Order award	100% Adherence	Evaluation	CO
Laundry Facilities	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS
Shower Facilities	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS
Hand Washing Stations	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS
Janitorial Services	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS
Camp Specific Medical Plans	Submit with task order proposal	100% Adherence	Needed for Task Order Proposal Evaluation	CO
Demobilization Plan	Within 14 days of occupation of site	100% Adherence	Evaluation after task order award	COTR
Quality of Services	Periodically	Customer Satisfaction Gauged up to 100%	User Surveys	COTR/QAS

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.

NUMBER	TITLE	DATE
52.211-13	TIME EXTENSIONS	SEP 2000
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

**F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within immediate calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 36 hrs days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 24 hrs of task order. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

F.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011) ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(10) [Reserved]

(11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(13) 52219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (June 2003) of 52.219-23.

(18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

(23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

(24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(39) 52225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(43) 52232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

F.4 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$364.00 per occupant, per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

F.5 TERM OF CONTRACT

The contract shall be effective as of the execution date of the base contract, and shall continue up to five years if all four one-year options are exercised, except that task orders placed prior to the expiration date shall remain in full force and effect until deliveries have been completed and payments, therefore, have been made. The final task order shall not exceed two years.

F.6 PRINCIPAL PLACE OF PERFORMANCE

The effort required under this contract shall be performed in the Continental United States. Task Orders will designate the exact locations where services will be provided.

F.7 DELIVERY SCHEDULE

Recorded deliverables and delivery schedules will be established in task orders issued under the contract.

F.8 REPORTS OF WORK

The contractor shall submit reports as specified in the Performance Work Statement Section C. 9.0.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 IDENTIFICATION OF GOVERNMENT OFFICIALS**

The Government Officials assigned to this contract are as follows:

Contracting Officer:

Name: Armetia Cato, Contracting Officer

Phone: 202-646-7978

Fax: 202-646-3316

Contracting Officer's Technical Representative:

Name: William Sheehan

Phone: 202-646-5781

Fax: N/A

G.2 TECHNICAL DIRECTION AND SURVEILLANCE

- (a) The Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Technical Representative (COTR), 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 COTR, regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Task Order or contract 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 or Task Order 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 Task Order; or
 - (5) Interferes with the Contractor's right to perform the specifications of the contract or Task Order.
- (c) All technical directions shall be issued in writing by the COTR

- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner described by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COTR 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 one (1) working day 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 two (2) 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 the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "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 Project Officer whom the Contracting Officer shall appoint shall be at the Contractor's risk.

G.2 TASK ORDER PRICING

All TOs issued on a FFP basis will be subject to the unit pricing set forth in Section J – *List of Attachments*, Attachment J-10, Pricing Table, with the exception of the line items to be priced at the task order level. The established unit prices reflect full prices per person for each line item and include all labor, ODCs (supplies, travel, transportation, etc.), materials, indirect costs (such as fringe benefits, overhead, G&A), and profit. The contractors may elect to propose lower unit prices on a task-by-task basis. In any case, proposed unit prices for TOs shall not exceed the ceiling prices established in the contract.

For FFP type task orders, the number of occupants in the task order requirement will be multiplied against the unit prices listed in this schedule, or as negotiated if lower unit prices are proposed for the TO. The extended total of all items will define the fixed price for the TO.

G.3 SUPPLEMENT TO CHANGES CLAUSE

The provision of the Changes Clause (FAR 52.243-4), as applicable, are supplemented as follows:

- a) The contractor shall provide an itemized breakdown or take-off for all charges involving an increase or decrease in the contract price. The proposal shall be in sufficient detail that will enable the Government to determine the reasonableness of the contractor's and subcontractor's cost to do the change. As a minimum, the following shall be shown:
1. Material quantities and unit prices;
 2. Labor costs (broken down by trades, hours worked, and hourly rates);
 3. Labor burden (Fringe Benefits, Workmen's Compensation, and Public Liability Insurance);
 4. Overhead;
 5. Profit;
 6. FICA, and FUTA employment taxes; and
 7. Sales tax (if any)
- b) On proposal offering a credit for work omitted, deductions for overhead and profit shall also be shown.
- c) If the proposed change will result in an increase or decrease in the contract performance period, the contractor shall state the exact number of days involved. If the proposed change is approved and the Government agrees with the increase or decrease in completion time, the completion date will become a part of the contract modification.

G.4 INVOICES

An invoice is a written request for payment under this contract for supplies delivered or for services rendered. Payment of invoices submitted under this contract shall be made in accordance with the terms and conditions of the Prompt Payment clause in accordance with the terms and conditions of the Prompt Payment clause in accordance with the provisions of other clauses in this contract. Failure or refusal to provide the following information on all invoices submitted under this contract may result in the invoice being considered improper for payment in accordance with the Prompt Payment clause. In order to be proper, an invoice must include, as applicable, the following:

(a) GENERAL INFORMATION

- (1) Name of Contractor
- (2) Invoice date
- (3) Contract number (including task order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.
- (4) Shipment number and date of shipment (bill-of-lading number and weight of shipment will be shown for shipments on Government bills of lading).
- (5) Name, title, phone number and complete mailing address of responsible Official who can be contacted in the event of an improper invoice, if there are questions, or additional information is needed by this agency to process payment.
- (6) Any other information or documentation required by other provisions of the Contract (such as evidence of shipment).
- (7) Invoices shall be prepared and submitted as follows:

Number

Distribution

Original and 2 copies

Payment Office
Federal Emergency Management Agency
Finance Payment Center
Attn: Vendor Payments
P.O. Box 9001
Winchester, VA 22604

One copy

Contracting Officer
Federal Emergency Management Agency
Office of the Chief Procurement Officer
Logistics Acquisitions Branch
395 E Street, SW
Patriot's Plaza 5th Floor
Washington, DC 20472

One copy

COTR

(b) ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

- (1) As mandated by the Debt collection Improvement Act (DCIA) of 1996 and in accordance with FAR Clause 52.232-33-Payment By Electronic Funds Transfer—Central Contractor Registration (OCT 2003) of this contract, the contractor must submit the following written EFT information as specified in clause 52.232-33 of this award document by the 5th day following contract award:
 - (a) The contract number (or other procurement identification number).
 - (b) The contractor's name and remittance address, as stated in the contract(s).
 - (c) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor official authorized to provide this information.
 - (d) The name, address, and 9-digit Routing Transit Number (RTN) of the contractor's financial agent.
 - (e) The contractor's account number and the type of account (checking, savings, or lockbox).
 - (f) If applicable, the Fedwire Transfer System (FTS) telegraphic abbreviation of the contractor's financial agent.
 - (g) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number (RTN) of the correspondent financial institution receiving the wire transfer payment if the contractor's financial agent is not directly on-line to the FTS; and, therefore, not the receiver of the wire transfer payment.
- (2) The contractor should include the EFT information set forth below on all invoices submitted for payment under this contract. Failure to provide the information or failure to notify this agency of changes to this information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. The following EFT information should be submitted on each invoice”
 - (a) Routing Transit Number (RTN) – The contractor shall provide the current 9-digit RTN of the payee's bank
 - (b) Payee's account number
 - (c) Contractor's Tax Identification Number (TIN)

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

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

To avoid delays in processing invoices, the contractor must also submit written notification of EFT information changes to the office designated in this award document as soon as the new information is known to the contractor. This notification must be in writing and signed by the individual authorized by the contractor to make such changes.

G.5 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

For the purpose of this contract, the Primary Contracting Officer's Technical Representative shall be: William Sheehan. However, each Task Order will have a Task Monitor (TM) designated upon award and an Administrative Contracting Officer (ACO).

G.6 ORDERING ACTIVITY

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) is the sole authority able to issue task orders.

G.7 TASK ORDER FUNDING/TASK ORDER CONTENT

Funding will be provided on a task order basis. Task orders shall be issued in accordance with the clause entitled "Task Order Procedures". Each task order will contain at a minimum the following information:

- (1) The date of the order
- (2) Contract and task order number
- (3) Task order specific performance work statement
- (4) The period of performance
- (5) Accounting and appropriation data
- (6) Payment office address
- (7) Designated Task Monitor
- (8) Any other pertinent information

G.8 TASK ORDER PROCEDURES

(A) Issuance of Task Orders

(1) FAIR OPPORTUNITY FOR CONSIDERATION

- (a) One or more task orders may be issued during the period of performance of this contract. The Government will provide all awardees a fair opportunity for consideration. In accordance with FAR 16.505(b), the Contracting Officer will give each awardee a "fair opportunity" to be considered for each order in excess of \$3,000 unless one of the conditions in paragraph (b) below applies.
- (b) Exceptions to Fair Opportunity for Consideration. Awardees will not be given a fair opportunity to be considered for task orders which are expected to exceed \$3,000 when the Contracting Officer determines one of the following conditions apply:
 - (1) The agency need for services is of such urgency that providing an opportunity would result in unacceptable delays and/or,
 - (2) Only one awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized and/or,
 - (3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all awardees were given fair opportunity to be considered for the original order. When deciding whether to negotiate a sole source logical follow-on task order with the current contractor consideration will be given to the contractor's past performance and price, and/or,
 - (4) It is necessary to place an order to satisfy a minimum ordering requirement of the contract.

- (c) The Contracting Officer has a broad discretion in determining which awardee should receive a task order. Proposed price, timeliness, and past performance will always be considered for task order award. Task orders may be awarded to other than the lowest priced offeror.
- (d) When placing orders, the Contracting Officer is not required to prepare formal evaluation plans, score offerors, post notice in the Federal Business Opportunities, or hold discussions or negotiations with each awardee. Even though the Contracting Officer does not have to comply with the competition rules in Part 6 of the Federal Acquisition Regulation and does not have to conduct discussions before issuing a task order, there will be an internal record of why a particular offeror provided the best value on the particular requirements of each task order.

(2) Task Order Proposal Requests (TOPR)

- (a) The Contracting Officer will issue a written TOPR and will forward it to all awardees unless one of the exceptions to the fair opportunity for consideration listed above in section (A)(a)(b) if this clause applies. The TOPR will include, as a minimum, the following information:
 - (1) The due date for proposal submission
 - (2) Location of place of performance
 - (3) Description of the Responder Support Camp requirements
 - (4) Estimated population at the responder support camp
 - (5) Responder support camp site conditions
 - (6) Estimated period of performance
 - (7) Task order specific technical evaluation factors (if applicable)
 - (8) The basis for task order award
 - (9) Any additional instructions for proposal submission not contained in this section
- (b) Offerors will be required to provide rapid response to the TOPRs. Offerors may only be given 24 hours to submit a task order proposal due to urgent and compelling circumstances. If an awardee is unable to submit a response to a TOPR, they must provide the Contracting Officer with a brief statement as to why the awardee is unable to submit a proposal. This statement is due on the closing date and time for the proposal requested.
- (c) Failure to submit a response to a TOPR may be considered as negative performance information, which may jeopardize the award of future task orders.
- (d) Proposal submission.

Every TOPR will require the offeror(s) to submit a proposal. The TOPR may require the offerors to submit a technical proposal addressing past performance and task order specific technical evaluation factors (if applicable). Product literature may be requested for proposed equipment.

- (e) In the event that all contractors have exceeded their capacity (e.g. contract ceiling or use of assets on other FEMA Task Order under this contract) or are unable to perform a given Task Order, a TOPR may be sent directly to an awarded contractor uncompetitive.

(3) Task Order Award

- (a) Upon the completion of the evaluation of each task order proposal, the Contracting Officer will issue a task order to the offeror whose proposal is most advantageous to the Government considering the evaluation factors set forth in the TOPR.
- (b) Task orders will be issued in writing using a FEMA form 40-20 signed by the Contracting Officer.

- (c) In the event issues pertaining to a proposed task order cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to cancel the proposed task order. In such an event, each offeror shall be notified of the Contracting Officer's decision. This decision shall be final and not subject to the Contract Disputes Act.

(4) Commencement of Performance

- (a) Upon award, a task order will be transmitted to the successful contractor on FEMA 40-20. Service shall commence in accordance with the delivery schedule set forth in the task order.
- (b) Failure to begin services as required may result in the termination of the task order and reconsideration of the other task order proposals received in response to the TOPR. The Government reserves the right to terminate the contract and/or task order for cause if the contractor fails to begin services.

(5) Completion of Task Orders

Within thirty (30) days of physical completion of work under each task order, the contractor shall submit a final voucher. If additional time is needed, the contractor shall submit a written request for a time extension that explains the extenuating circumstances.

(6) Payment for Task Orders

If the Contractor is performing more than one Task Order simultaneously, separate invoices are required for each Task Order.

(7) Closeout of Task Orders

- (a) All task orders issued under this contract shall be closed out in accordance with FAR Subpart 4.804 and 4.805, and established FEMA policy. Upon completion of each task order and the receipt of the final voucher, the Government will begin closeout procedures.
- (b) OMBUDSMAN. The ombudsman shall (1) review complaints from contractors regarding the award of task orders and (2) ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures of this contract. The order ombudsman for this contract is Federal Emergency Management Agency (FEMA) Competition Advocate. The FEMA competition advocate may be reached at (202) 646-3757 or at the following address:

Federal Emergency Management Agency
Attn: Competition Advocate
500 C Street, SW
Washington, DC 20472

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 REPRODUCTION OF REPORTS

The production 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 copies.

H.2 SERVICE CONTRACT ACT WAGE DETERMINATION

The resulting contract(s) and TOs will be subject to the Department of Labor (DOL) Service Contract Act. However, actual places of performance are currently unknown. Applicable wage determinations will be incorporated under the TOs as necessary in accordance with FAR 52.222-49, Service Contract Act – Place of Performance Unknown.

The attached DOL Wage Determinations provided in Part III, Section J, Attachment 4, shall be used for purposes of price proposal preparation to establish a fair base line for price comparison. The determinations provided in the attachment are based on the requested task order scenarios required for the technical proposal.

H.3 SUBCONTRACTING PLAN

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

Category	Subcontracting Goal
All Small Businesses	40%
Total Small Disadvantaged Businesses (both Section 8(a) and non-Section 8(a) firms)	5%
Women-Owned Small Businesses	5%
Service-Disabled Veteran-Owned Small Businesses	5%
Historically Underutilized Empowerment Zone Small Businesses	3%

H.4 SUBCONTRACTING REPORTING REQUIREMENT

Contractor(s) shall submit subcontracting accomplishments on the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) by using the web-based Electronic Subcontracting Reporting System (“eSRS”) at <http://www.esrs.gov>. (See HSAM Part 3019. 704-70.)

H.5 RELEASE, PUBLICATION, AND USE OF GOVERNMENT FURNISHED DATA

No contractor shall have the right to use, release to others, reproduce, distribute, or publish any government furnished data first produced or specifically used by the contractor in the performance of the resulting contract without prior written permissions from the FEMA.

H.6 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provisions of the contract, including applicable specifications, shall be binding on FEMA unless furnished or agreed to in writing by the CO.

H.7 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for vouchers submitted under the contract) shall be subject to the following procedures:

- a) Technical correspondence (where technical issues relating to compliance with TO specifications are involved) shall be addressed to the COTR with information copies to the CO/CS.
- b) All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of the contract) shall be addressed to the CO/CS with a copy to the COTR.

H.8 CONTRACTOR COMMITMENTS, WARRANTIES, REPRESENTATIONS

Any written commitment by the contractor within the scope of the contract shall be binding upon the contractor. Failure of the contractor to fulfill any such commitment shall render the contractor liable under the default provisions for damages due to FEMA under the terms of the contract. For the purpose of the resulting contract, a written commitment by the contractor is limited to the proposal submitted by the contractor and to specific written amendments to its proposal. Written commitment by the contractor are further defined as including (1) any warranty or representation made by the contractor in a proposal as to performance, (2) any warranty or representation made by the contractor described in (1) above, made in any literature descriptions, drawings, or specifications accompanying or referred to in a proposal, and (3) any modification of or affirmation or representation as to the above which is made by the contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.9 USE OF FEMA NAME OR CONTRACTUAL RELATIONSHIPS IN ADVERTISING

The contractor agrees not to refer to awards from or contracts with FEMA in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by FEMA or is superior to other products or services. The contractor also agrees not to distribute or release any information which states or implies that FEMA endorses, uses, or distributes the contractor's product or service.

H.10 NEWS RELEASE

No news release pertaining to the contract will be made without prior agency approval, as appropriate, and then only in coordination with the CO.

H.11 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The CO will designate, in writing, an authorized representative(s) to discharge such duties and responsibilities as may be delegated to him/her. The representative(s) will not have authority to change or alter any of the terms and conditions of the contract. The CO has the sole authority to make changes in the contract. The contractor will be furnished a copy of the COTR delegation.

H.12 KEY PERSONNEL REQUIREMENTS

(A) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under the contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract or replaced without compliance with paragraphs (B) and (C) hereof.

(B) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under the contract for a continuous period exceeding ten (10) calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the CO and shall, subject to the concurrence of the CO or his/her authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(C) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested or needed by the CO to approve or disapprove the proposed substitution. The CO or his/her authorized representative will evaluate such requests and promptly notify the contractor in writing of his approval or disapproval thereof.

(D) If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated at the discretion of the CO for default or for the convenience of the Government, as appropriate, if he/she finds the contractor at fault for the condition. The contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage, and liquidated damages may be imposed.

The following individuals are defined as Key Management Personnel:

TITLE	NAME
Responder Support Camp Manager	
Quality Assurance Manager	
Nurse	
Food Service Manager	

It is not required that the contractor provide personnel with these exact titles, rather the collection of contractor personnel shall meet the functional requirements consistent with the PWS.

H.13 REPRESENTATIONS AND CERTIFICATIONS

In accordance with FAR 15.204-5, "Representations, Certifications, and Other Statement of Offerors" (as executed by the contractor and included in its response to the FEMA's Request for Proposal), the aforementioned documents are hereby incorporated into the resulting contract.

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" 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.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
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
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	DEC 2010
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997

52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	DEC 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP 2008
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010

52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
3052.219-70	SMALL BUSINESS SUBCONTRACTING PLAN REPORTING	JUN 2006
3052.219-71	DHS MENTOR-PROTÉGÉ PROGRAM	JUN 2006
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	DEC 2003
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY	DEC 2003

I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will 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)(i) 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.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 365 calendar days..

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

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

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 301 person camp, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of two 2,000 person camps;

(2) Any order for a combination of items in excess of two, 2,000 person camps; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

I.6 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.7 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 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.8 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2005) ALTERNATE II (OCT 2001)(DEVIATION)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause-

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Direct Subcontract Award" means a subcontract award that is identified with the performance of one or more specific Government contracts.

"Indirect Subcontract Award" means a subcontract award which, because of incurrence for common or joint purposes, is not identified with one or more specific Government contracts. Such subcontract awards are related to Government contract performance but remain for allocation after direct subcontract awards have been determined and identified to specific Government contracts.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database's (CCR's) Dynamic Small Business Search function, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR's Dynamic Small Business Search function, as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR's Dynamic Small Business Search function as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will-

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report, and/or the Summary Subcontract Report, in accordance with paragraph (j) of this clause, using the web-based Electronic Subcontracting Reporting System (eSRS, at <http://www.esrs.gov>). The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions in eSRS as supplemented by agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;

(v) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number and to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and

(vi) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (d)(9) above, at every tier, provide the prime contract number, the order number, if applicable, and their own DUNS number to all of their subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR's Dynamic Small Business Search function), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating-

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with-

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report as described below using the web-based eSRS (<http://www.esrs.gov>). Neither report is required from small businesses. These reports collect subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone SB), Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business concerns under a subcontracting plan. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in these reports. Subcontract award data reported on these forms by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors:

(1) Individual Subcontract Report. This report is not required for commercial subcontracting plans, except as noted below. The report is required for each contract containing a subcontracting plan and must be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31 and September 30. A separate report is also required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the inception of the previous report. The authority to accept or reject the Individual Subcontract Report resides with:

(A) In the case of the prime contractor, it resides with the Government agency responsible for administering the prime contract; and

(B) In the case of a subcontractor with a subcontracting plan under the flowdown requirements in subparagraph (d)(9) above, it resides with the prime contractor or higher-tier subcontractor that awarded the subcontract.

(2) Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted annually using eSRS for the twelve months ending September 30th, except for contracts covered by an approved commercial plan. If the reporting activity is covered by a commercial plan, the reporting activity must report annually using eSRS all subcontract awards under that plan. Reports for other than commercial plans are due 30 days after the close of each reporting period. Commercial plan reports are due 30 days after the end of the contractor's fiscal year for all Government contracts in effect during that period:

(A) The report must be submitted on a corporate, company or subdivision (e.g. plant or division operating on a separate profit center basis), unless otherwise directed by the agency awarding the contract. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted via eSRS to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan;

(B) The annual report submitted by organizations having an approved commercial plan shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial plans, if any;

(C) The authority to accept or reject Summary Subcontract Reports in eSRS, including Summary Subcontract Reports submitted by subcontractors with subcontracting plans under the flow-down requirements in subparagraph (d)(9) above, resides with the Government agency awarding the prime contract; however, the authority to accept or reject Summary Subcontract Reports for commercial plans resides with the Contracting Officer who approved the commercial plan; and

(D) The contractor shall maintain a hard copy of the Summary Subcontract Report signed by its Chief Executive Officer on file for four (4) years from the end date of the reporting period.

(3) Contractors with approved commercial plans who wish to take advantage of eSRS' lower-tier reporting capability may voluntarily submit the semi-annual Individual Subcontract Report for one or more contracts covered by their commercial plan and may require their other-than-small subcontractors to submit a semi-annual Individual Subcontract Report for the same contract(s). No Contracting Officer or other Government official shall require a contractor with an approved commercial plan to submit the semi-annual Individual Subcontract Report if the contractor does not wish to do so.

(4) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, using eSRS, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. eSRS will prompt contractors to submit this report when they complete their year-end Summary Subcontract Report, but it will allow them to submit it at a later date if the data is not available when the year-end Summary Subcontract Report is submitted. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

I.9 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive 0 percent of the dollars in excess of the monetary target, unless the Contracting Officer

determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

I.10 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(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/services/contractingopportunities/sizestandardsttopics/>.

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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 561210 assigned to contract number

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

I.11 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

I.12 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

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

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

I.13 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

Employee Class

Monetary Wage-Fringe Benefits

I.14 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

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

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

I.15 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to .

I.16 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009)

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

"Apparently wholesome food" means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

"Excess food" means food that--

(1) Is not required to meet the needs of the executive agencies; and

(2) Would otherwise be discarded.

"Food-insecure" means inconsistent access to sufficient, safe, and nutritious food.

"Nonprofit organization" means any organization that is--

(1) Described in section 501(c) of the Internal Revenue Code of 1986; and

(2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs. (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

I.17 52.232-32 PERFORMANCE-BASED PAYMENTS (AUG 2010)

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

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

(c) Approval and payment of requests.

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

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

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

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

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

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

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

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

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

(f) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The name and address of the Contractor;

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

- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

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

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

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

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

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

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

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

I.18 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

I.19 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

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

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

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

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

I.20 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

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

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

Key Personnel under this Contract:

RSC Manager
Quality Assurance Manager
Nurse
Food Service Manager

Key Facilities under this Contract:

I.21 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

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

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

I.22 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

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

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

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

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Sample Blank Task Order Proposal Request (TOPR)	2/23/2012	6
2	Responder Support Camp Task Order Proposal Request Scenario I	2/23/2012	4
3	Responder Support Camp Task Order Proposal Request Scenario II	2/23/2012	1
4	Wage Determination Rates (SCA) for Montgomery, Alabama to be Used with Scenario I	2/23/2012	
4	Wage Determination Rates (SCA) for Wright Patterson AFB, Ohio to be Used with Scenario II	2/23/2012	
5	Responder Support Camp ID Card Templates	2/23/2012	1
6	Sample Small Business Subcontracting Plan (April 2008)	2/23/2012	5
7	Past Performance Questionnaire	2/23/2012	9
8	Summary Subcontract Report	2/23/2012	3
9	Quality Assurance Surveillance Plan	2/23/2012	7
10	Pricing Template	2/23/2012	Excel File

Be sure the Attached the following When submitting TOPR to HQ LMD:				
- Completed TOPR Requirements Checklist				
- FEMA 40-1 with Funds Approval Complete				
- Land Use Agreement /MOU for selected RSC site				
TOPR REQUIREMENTS CHECKLIST				
Camp Identification				
Date of THE REQUEST:		Disaster No.:		
Project Point of Contact:		Requested Period of Performance (Estimate Minimum Requirement):		
Camp Identification (Name/Number):		Required Capacity (301 - 2,000; Include security and camp cadre): Min: _____ Max: _____		
Task Order Contracting Officer Technical Representative (COTR) Primary: Name: Phone: Email:				
<p>Detailed Justification For The RSC: Describe the conditions which require establishment of a Responder Support Camp, i.e., estimated initial occupancy and status of occupants (Federal disaster responders, contractor disaster responders, etc). Estimate weekly populations, i.e., Week 1: 301, Week 2: 450, week 3: 750, week 4: 900, week 5: 1000. These estimates will determine the initial camp size and provide basis for expanding or reducing camp size.</p>				
Estimated RSC Cost:				
RSC Capacity	Days of Operation	Mobilization	Operations	Demobilization
Camp Service Requirements				
Seasonal Adaption: Required <input type="checkbox"/> Not Required* Parking: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Covered Walkways: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Dining & Meals Services: <input type="checkbox"/> Required <input type="checkbox"/> Not Required** Laundry Service: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Billeting Areas: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Gender Seperation: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Shift Work: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Armed Occupants: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Beds w/Mattresses: <input type="checkbox"/> Required <input type="checkbox"/> Not Required Cots: <input type="checkbox"/> Required <input type="checkbox"/> Not Req uired Privacy Screening <input type="checkbox"/> Required <input type="checkbox"/> Not Required MWR: <input type="checkbox"/> Required <input type="checkbox"/> Not Required				

Mobile Shower Units:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required
Restroom Facilities:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required
Health&Sanitation Services:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required
Power & HVAC:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required
Fencing & Barricades:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required
Administrative Services:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required
Special Needs Requirement:	<input type="checkbox"/> Required	<input type="checkbox"/> Not Required
* If Seasonal Adaption required, describe in detail requirements (i.e., hot, cold)		
**Note: If Dining & Meal Services not requested, are you requesting Snack/Beverage service?		
Required	<input type="checkbox"/> Not Required	

Site Selection Requirement Planning Assumptions:	
Camp Population Estimation:	
Responders	Number of Occupants
Camp FEMA Cadre	
Security Detail	
Other	
Total Camp Population	

aCREAGE Requirements:	
Requirement	Number Acres Required
Acreage Required for Vehicle Parking: (125 standard sized cars per acre): Estimate required space and add to acreage requirement.	
Outsized Vehicle Parking within Security Area (≥ 2.5 ton vehicles): Estimate required space and add to acreage requirement.	
Outsized vehicle parking outside security area (≥ 2.5 ton vehicles): Estimate required space and add to acreage requirement.	
Mission Support Work Area(s): Minimum square footage, Accessibility	
Open Unimproved Areas (No structures which could be used for camp infrastructure): <ul style="list-style-type: none"> - Five (5) acres usable land per 1,000 in population (Usable land: does not count obvious drainages or other significant obstacles within the area) - Not less than three (3) acres * usable land for ≤ 500 population 	
Improved Areas (Structures on the site which could be used to support camp infrastructure): <ul style="list-style-type: none"> - Review OSHA Standard No. 1910-142 - Safety and Environment Issues are critical considerations and may restrict/eliminate structure use 	
Total Acres Required	

Note: Access to sufficient fixed power, city water, and city sewer to meet camp requirements is desirable

FEMA Work Area Requirements:

- Camp administration area(s);
 - FEMA Camp Cadre;
 - ___ each Open office space for ___ personnel (min 63 sq ft/per)
 - ___ each Private offices (min 163 sq ft each)
 - ___ each Briefing/Conference Area (min ___ ft x ___ ft)
 - ___ each Bulletin Board, 32 sq ft minimum posting area; located in common area(s)
 - ___ Provide access for government provided communications lines
 - Responder Admin/Work Staging Area(s);
 - ___ each Open office space for ___ personnel (min 63 sq ft/per)
 - ___ each Private offices (min 163 sq ft each)
 - ___ each Equipment Storage/Staging Area (min ___ ft x ___ ft)
 - ___ each Bulletin Board, 32 sq ft minimum posting area; located in common area(s)
 - ___ Provide access for government provided communications lines

Site Selection:

Required Team Members:

Logistics Lead: _____
Name, Office, Phone, Email (Region, JFO, IMAT)

Environmental Representative(s): _____
Name, Office, Phone, Email

Physical Security Representative: _____
Name, Office, Phone, Email

Safety Representative: _____
Name, Office, Phone, Email (

GSA Representative: _____
Name, Office, Phone, Email

Logistics Lead Comments/Issues:

Environmental Comments/Issues:

Physical Security Comments/Issues:

Safety Representative(s) Comments/Issues:

GSA Representative(s) Comments/Issues:

Site Description

General Location (Provide general directions how to get to the site from major landmarks on a road map; i.e. Approximately 30 miles SE of St Petersburg, FL; 8 miles west of the I-75 and US-17, prior to SR-761):

Specific Location with Elevations:

Data Source (Note how information was derived; i.e. map, GPS, government survey, etc...):

Center Point of Site:

Latitude (N DD MM.MMM): _____ Elevation in Feet: _____

North West Corner Point of Site:

Latitude (N DD MM.MMM): _____ Elevation in Feet: _____

North East Corner Point of Site:

Latitude (N DD MM.MMM): _____ Elevation in Feet: _____

South West Corner Point of Site:

Latitude (N DD MM.MMM): _____ Elevation in Feet: _____

South East Corner of Site:

Latitude (N DD MM.MMM): _____ Elevation in Feet: _____

* Recommended Source is GPS with the following settings: DATUM: WGS-84; Coordinate System: DD MM.MMM/DDD MM.MMM;)

Site Drainage (Provide a short narrative of any drainage crossing or immediately adjacent to the site, include: flow direction, depth of drainage, width of drainage, entry and departure points from the site. When possible provide LAT/LONG and Elevation when possible):

Additional Site Features

Additional Site Requests

Attachment 2:**Responder Support Camp Task Order Proposal Request Scenario I****Responder Support Camp Task Order Proposal Request
Scenario #1, Craig Field, AL**

Duration: 30 days

Number of Occupants: Minimum: 100 after 36 hours, 1000 after 72 hours; 2000 after 2 weeks

Performance Work Statement (PWS):

- Identify vendor's equipment and personnel (except Security) and processes to design the Responder Support Camp; perform site preparation; install, maintain and manage the Responder Support Camp for initial occupancy of 100 personnel 36 hours after task order award, 1000 occupants at RSC acceptance (72 hours after task order award), and 2000 by the end of the second week after RSC acceptance.
- Demonstrate through site layout and design, and identification of additional equipment and personnel, the capability to expand the RSC to a maximum of 2000 occupants by the end of the second week after acceptance.
- Describe the equipment that will be used and services provided to meet the following requirements; tents or modular units with HVAC, bedding and personal storage for each occupant, meal services, kitchen, dining hall, limited recreation facilities, operations center, staffed medical unit, laundry services, shower units, hand wash units, potable (drinking water), water purification and manifold distribution systems, on-site manifold distribution of black and grey water and associated on-site sanitation systems, complete laundry service, industrial generators, and light towers.
- Demonstrate how vendor will keep Responder Support Camp in compliance with applicable OSHA rules in CFR29 Part 1926 & 1910.142 and all others local, state and federal regulatory standards and conditions (i.e., flooring, ventilation, etc.)
- For this scenario, plan for seasonal adaptation to weather conditions in Selma, AL during the month of September.

Site Preparation:

- Responder Support Camp Location : Craig Field (FEMA leased portion)
P.O. Box 1421
Selma, AL 36702-1421
- Demonstrate Responder Support Camp layout/expandability – Attached is a picture of the site. Vendor must provide the Responder Support Camp Site Layout as an overlay of this picture, identifying the location of facilities to support the initial 100 occupants after 36 hours, 1000 occupants at RSC acceptance (72 hours after task order award), and 2000 by the end of the second week after RSC acceptance.

Responder Support Camp (Operations):

- Provide Price Per Occupant = 1000 X 30 days (Capacity X Duration)
- Provide names/resumes of key personnel (RSC manager, quality assurance/control manager, nurse, kitchen manager, etc).

- Provide Inventory List of equipment
- Provide Transition Plan – Phase –in period including mobilization to include identification of and locations of sub-contractors, sources of supply, and methods of transporting equipment and supplies to the Responder Support Camp site; site preparation; contractor employee training; and orientation and assessment of potential security risks.

Site Demobilization:

- Present a site demobilization plan.

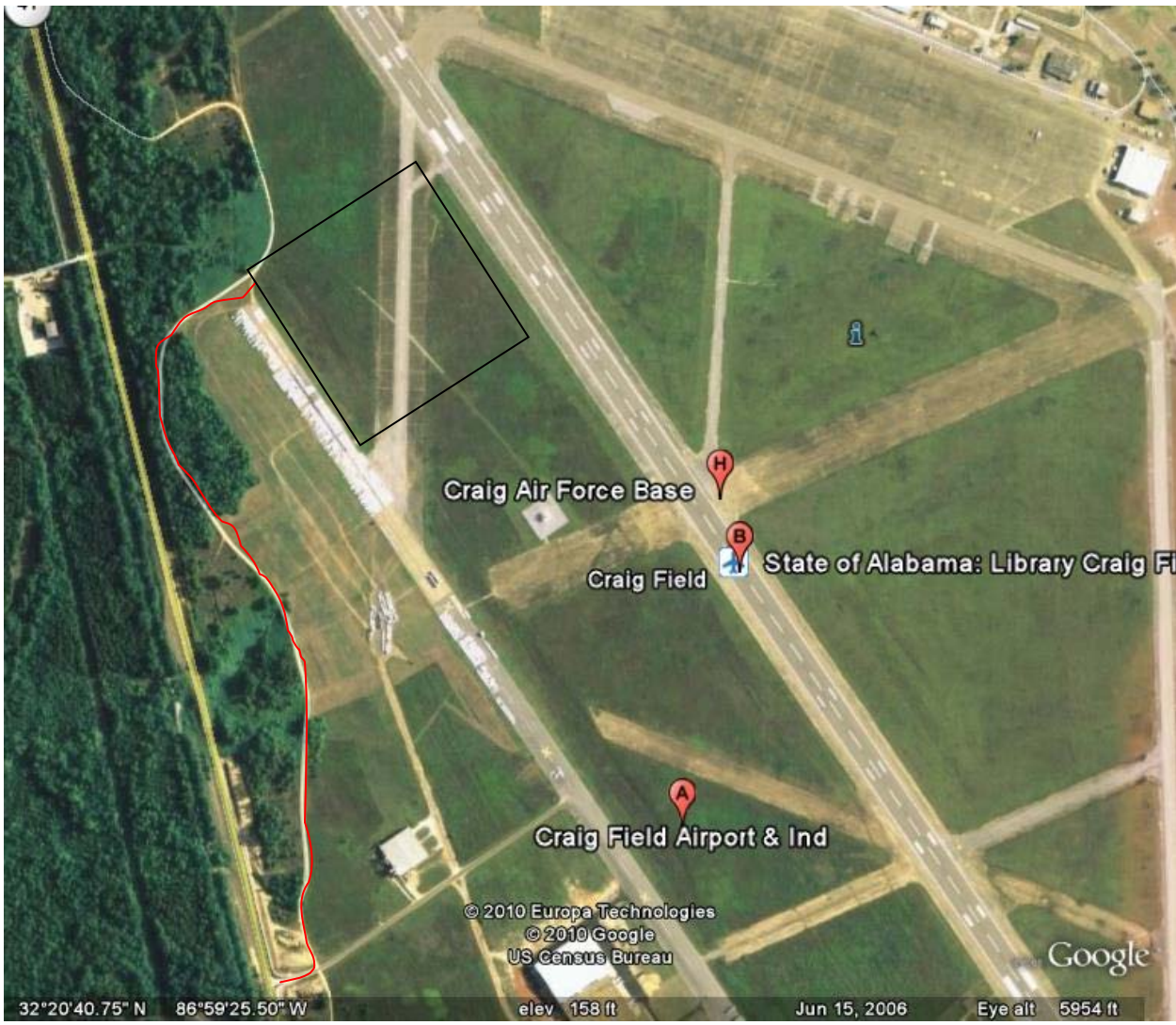
Planning Factors:

- Open Unimproved Areas (There are no structures available at the site which can be used for camp infrastructure)
 - Use Twenty (20) acres usable land identified on the provided photograph (this may include the 10 acre hard top area).
 - Provide self contained facilities; there is no power, sewer or water available
 - Describe how vendor will restore the property to original condition
- Special requirements:
 - Provide Vehicle Parking within Security Area (< 2.5 ton vehicles): Spaces for 20 vehicles.
 - Provide Vehicle parking outside Security Area (< 2.5 ton vehicles): Spaces for 150 vehicles. Not required for initial 36 hour occupancy.
 - Dining & Meals Services. Bag or hot boxed meals only during 36 hour occupancy.
 - Laundry Services. Not required for initial 36 hour occupancy.
 - Billeting Areas:
 - With gender separation (300 female, 700 male in 72 hours, 600 female and 1400 males after 2nd week)
 - Gender separation not required in initial 36 hour occupancy for 100 occupants)
 - Separate area for 50 armed occupants (50 will be present during following 72 hour acceptance and throughout the duration of the RSC task order). Not required for initial 36 hour occupancy.
 - Cots are required.
 - MWR for 10% of occupants. Not required for initial 36 hour occupancy
 - Restrooms and Mobile Shower Units.
 - Health & Sanitation Services.
 - Power & HVAC.

- Fencing & Barricades.
- Provide FEMA Work Area as follows:
 - Camp Administration area (for in/out processing)
 - 1 office space for 2 FEMA Personnel: COTR/TMs (min 63 sq ft/per personnel)
 - 1 office space for 3 FEMA Security personnel (min 63 sq ft/per person)
 - 1 each Bulletin Board, 32 sq ft min. posting area; located in common area
 - 5 each Equipment Storage/Staging Areas (min 10ft x 20ft)
- Perimeter Security Systems: Provide a 6 ft fence or barricade to surround the Responder Support Camp







Attachment 3:**Responder Support Camp Task Order Proposal Request Scenario II****Responder Support Camp Task Order Proposal Request
Scenario #2, Wright Patterson Air Force Base, OH, Area B**

Duration: 30 days

Number of Occupants: Minimum: 100 after 36 hours, 1000 after 72 hours; 1500 after one week. Maximum: 2000 by end of week three.

Performance Work Statement (PWS):

Identify vendor's equipment and personnel (except Security) and processes to design the Responder Support Camp; perform site preparation; install, maintain and manage the Responder Support Camp for initial occupancy of 100 personnel after 36 hours after task order award, 1000 occupants at RSC acceptance (72 hours after task order award), 1500 by end of first week after RSC acceptance, and 2000 by end of third week after RSC acceptance.

- Describe the equipment that will be used and services provided to meet the following requirements; tents or modular units with HVAC, bedding and personal storage for each occupant, meal services, kitchen, dining hall, limited recreation facilities, operations center, staffed medical unit, laundry services, shower units, hand wash units, potable (drinking water), water purification and manifold distribution systems, on-site manifold distribution of black and grey water and associated on-site sanitation systems, complete laundry service, industrial generators, and light towers.
- Demonstrate how vendor will keep Responder Support Camp in compliance with applicable OSHA rules in CFR29 Part 1926 & 1910.142 and all others local, state and federal regulatory standards and conditions (i.e., flooring, ventilation, etc.).
- For this scenario, plan for seasonal adaptation to weather conditions in Dayton, OH during the month of January.

Site Preparation:

- Responder Support Camp Location : Wright Patterson Air Force Base, OH, Area B

Demonstrate Responder Support Camp layout – Attached is a picture of the site. Vendor must provide the Responder Support Camp Site Layout as an overlay of this picture, identifying the location of facilities to support the initial 100 occupants after 36 hours, 1000 in 72 hours, 1500 by end of first week, 2000 by end of third week.

Responder Support Camp (Operations):

- Provide Price Per Occupant = 2000 X 30 days (Capacity X Duration)
- Provide names/resumes of key personnel (RSC manager, quality assurance/control manager, nurse, kitchen manager, etc).
- Provide Inventory List of equipment
- Provide Transition Plan – Phase –in period including mobilization to include identification of and locations of sub-contractors, sources of supply, and methods of transporting equipment and supplies to the Responder Support Camp site; site preparation; contractor employee training; and orientation and assessment of potential security risks.

Site Demobilization:

- Present a site demobilization plan.

Planning Factors:

- Open Unimproved Areas (There are no structures available at the site which can be used for camp infrastructure)
 - Use Fifteen (15) acres usable hard top land identified on the provided photograph
 - Provide self contained facilities; there is no power, sewer or water available
 - Describe how vendor will restore the property to original condition.
- Special requirements:
 - Provide Vehicle Parking within Security Area (< 2.5 ton vehicles): Spaces for 20 vehicles.
 - Provide Vehicle parking outside Security Area (< 2.5 ton vehicles): Spaces for 100 vehicles. Not required for initial 36 hour occupancy.
 - Covered walkways.
 - Dining & Meals Services. Bag or hot boxed meals only during 36 hour occupancy.
 - Laundry Services. Not required for initial 36 hour occupancy.
 - Billeting Areas:
 - With gender separation (200 female, 800 male in 72 hours, 400 female and 1100 male after 1st week, 600 female and 1400 males after 3rd week)
 - Gender separation not required in initial 36 hour occupancy for 100 occupants)
 - Separate area for 50 armed occupants (50 will be present during following 72 hour acceptance and throughout the duration of the RSC task order). Not required for initial 36 hour occupancy.
 - Cots are required.
 - MWR for 10% of occupants. Not required for initial 36 hour occupancy
 - Restrooms and Mobile Shower Units.
 - Health & Sanitation Services.
 - Power & HVAC.
 - Fencing & Barricades.
- Provide FEMA Work Area as follows:

- Camp Administration area (for in/out processing)
- 1 office space for 2 FEMA Personnel: COTR/TMs (min 63 sq ft/per personnel)
- 1 office space for 3 FEMA Security personnel (min 63 sq ft/per person)
- 1 each Bulletin Board, 32 sq ft min. posting area; located in common area
- 5 each Equipment Storage/Staging Areas (min 10ft x 20ft)
- Perimeter Security Systems: Provide a 6 ft fence or barricade to surround the Responder Support Camp







Attachment 4:

Wage Determination Rates for Montgomery, Alabama to be Used for Scenario I

WD 05-2011 (Rev.-14) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2011
 Revision No.: 14
 Date Of Revision: 06/13/2011

State: Alabama

Area: Alabama Counties of Autauga, Bullock, Butler, Chilton, Coosa, Crenshaw,
 Dallas, Elmore, Lowndes, Macon, Montgomery, Pike, Tallapoosa, Wilcox

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.68
01012 - Accounting Clerk II		15.38
01013 - Accounting Clerk III		16.87
01020 - Administrative Assistant		20.69
01040 - Court Reporter		19.67
01051 - Data Entry Operator I		11.70
01052 - Data Entry Operator II		12.77
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		11.61
01090 - Duplicating Machine Operator		11.61
01111 - General Clerk I		10.33
01112 - General Clerk II		11.52
01113 - General Clerk III		12.65
01120 - Housing Referral Assistant		17.13
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.31
01192 - Order Clerk II		12.34
01261 - Personnel Assistant (Employment) I		16.90
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		24.58
01270 - Production Control Clerk		20.17
01280 - Receptionist		10.47
01290 - Rental Clerk		11.08
01300 - Scheduler, Maintenance		13.73
01311 - Secretary I		13.73
01312 - Secretary II		15.36
01313 - Secretary III		17.13
01320 - Service Order Dispatcher		14.91
01410 - Supply Technician		20.69
01420 - Survey Worker		15.86
01531 - Travel Clerk I		11.62
01532 - Travel Clerk II		12.40

01533 - Travel Clerk III	13.07
01611 - Word Processor I	12.51
01612 - Word Processor II	14.04
01613 - Word Processor III	15.70
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.78
05010 - Automotive Electrician	15.84
05040 - Automotive Glass Installer	16.78
05070 - Automotive Worker	14.94
05110 - Mobile Equipment Servicer	13.08
05130 - Motor Equipment Metal Mechanic	16.76
05160 - Motor Equipment Metal Worker	14.94
05190 - Motor Vehicle Mechanic	16.76
05220 - Motor Vehicle Mechanic Helper	12.51
05250 - Motor Vehicle Upholstery Worker	14.05
05280 - Motor Vehicle Wrecker	14.94
05310 - Painter, Automotive	15.84
05340 - Radiator Repair Specialist	14.94
05370 - Tire Repairer	10.52
05400 - Transmission Repair Specialist	16.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.41
07041 - Cook I	8.43
07042 - Cook II	9.86
07070 - Dishwasher	7.99
07130 - Food Service Worker	7.98
07210 - Meat Cutter	13.59
07260 - Waiter/Waitress	7.98
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.58
09040 - Furniture Handler	9.80
09080 - Furniture Refinisher	13.65
09090 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.40
09130 - Upholsterer	13.72
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.22
11060 - Elevator Operator	8.22
11090 - Gardener	11.64
11122 - Housekeeping Aide	8.90
11150 - Janitor	8.90
11210 - Laborer, Grounds Maintenance	10.13
11240 - Maid or Houseman	7.63
11260 - Pruner	9.41
11270 - Tractor Operator	11.26
11330 - Trail Maintenance Worker	10.13
11360 - Window Cleaner	9.58
12000 - Health Occupations	
12010 - Ambulance Driver	14.75
12011 - Breath Alcohol Technician	14.75
12012 - Certified Occupational Therapist Assistant	20.24
12015 - Certified Physical Therapist Assistant	21.50
12020 - Dental Assistant	12.50
12025 - Dental Hygienist	27.88
12030 - EKG Technician	19.67
12035 - Electroneurodiagnostic Technologist	19.67
12040 - Emergency Medical Technician	14.75
12071 - Licensed Practical Nurse I	13.19
12072 - Licensed Practical Nurse II	14.75

12073 - Licensed Practical Nurse III	16.45
12100 - Medical Assistant	11.90
12130 - Medical Laboratory Technician	13.47
12160 - Medical Record Clerk	11.08
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	14.26
12210 - Nuclear Medicine Technologist	31.38
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.88
12223 - Nursing Assistant III	11.88
12224 - Nursing Assistant IV	13.33
12235 - Optical Dispenser	17.08
12236 - Optical Technician	14.51
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.33
12305 - Radiologic Technologist	20.45
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.35
12313 - Registered Nurse II, Specialist	28.35
12314 - Registered Nurse III	34.30
12315 - Registered Nurse III, Anesthetist	34.30
12316 - Registered Nurse IV	41.10
12317 - Scheduler (Drug and Alcohol Testing)	18.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.64
13012 - Exhibits Specialist II	21.91
13013 - Exhibits Specialist III	26.80
13041 - Illustrator I	17.64
13042 - Illustrator II	21.91
13043 - Illustrator III	26.80
13047 - Librarian	24.25
13050 - Library Aide/Clerk	9.20
13054 - Library Information Technology Systems Administrator	21.91
13058 - Library Technician	14.14
13061 - Media Specialist I	15.08
13062 - Media Specialist II	16.86
13063 - Media Specialist III	18.82
13071 - Photographer I	12.89
13072 - Photographer II	15.77
13073 - Photographer III	18.72
13074 - Photographer IV	22.90
13075 - Photographer V	27.71
13110 - Video Teleconference Technician	14.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.17
14042 - Computer Operator II	16.97
14043 - Computer Operator III	18.92
14044 - Computer Operator IV	21.02
14045 - Computer Operator V	23.28
14071 - Computer Programmer I	(see 1) 21.65
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.17
14160 - Personal Computer Support Technician	21.80

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.18
15020 - Aircrew Training Devices Instructor (Rated)	34.10
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	28.18
15060 - Educational Technologist	31.14
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	20.72
15090 - Technical Instructor	18.94
15095 - Technical Instructor/Course Developer	25.49
15110 - Test Proctor	15.29
15120 - Tutor	15.29
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.48
16030 - Counter Attendant	8.48
16040 - Dry Cleaner	10.28
16070 - Finisher, Flatwork, Machine	8.48
16090 - Presser, Hand	8.48
16110 - Presser, Machine, Drycleaning	8.48
16130 - Presser, Machine, Shirts	8.48
16160 - Presser, Machine, Wearing Apparel, Laundry	8.48
16190 - Sewing Machine Operator	10.88
16220 - Tailor	11.50
16250 - Washer, Machine	9.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.30
19040 - Tool And Die Maker	21.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.53
21030 - Material Coordinator	19.21
21040 - Material Expediter	19.21
21050 - Material Handling Laborer	11.22
21071 - Order Filler	11.98
21080 - Production Line Worker (Food Processing)	13.53
21110 - Shipping Packer	12.87
21130 - Shipping/Receiving Clerk	12.87
21140 - Store Worker I	12.34
21150 - Stock Clerk	15.26
21210 - Tools And Parts Attendant	13.53
21410 - Warehouse Specialist	13.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.86
23021 - Aircraft Mechanic I	21.88
23022 - Aircraft Mechanic II	22.86
23023 - Aircraft Mechanic III	23.81
23040 - Aircraft Mechanic Helper	16.71
23050 - Aircraft, Painter	20.61
23060 - Aircraft Servicer	18.67
23080 - Aircraft Worker	19.64
23110 - Appliance Mechanic	17.34
23120 - Bicycle Repairer	10.20
23125 - Cable Splicer	25.19
23130 - Carpenter, Maintenance	14.38
23140 - Carpet Layer	16.55
23160 - Electrician, Maintenance	17.52
23181 - Electronics Technician Maintenance I	20.40
23182 - Electronics Technician Maintenance II	21.36
23183 - Electronics Technician Maintenance III	22.50
23260 - Fabric Worker	15.74

23290 - Fire Alarm System Mechanic	15.30
23310 - Fire Extinguisher Repairer	14.86
23311 - Fuel Distribution System Mechanic	18.35
23312 - Fuel Distribution System Operator	15.12
23370 - General Maintenance Worker	17.04
23380 - Ground Support Equipment Mechanic	21.88
23381 - Ground Support Equipment Servicer	18.67
23382 - Ground Support Equipment Worker	19.64
23391 - Gunsmith I	14.96
23392 - Gunsmith II	16.55
23393 - Gunsmith III	18.15
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.49
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	19.91
23440 - Heavy Equipment Operator	15.73
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	17.34
23470 - Laborer	10.59
23510 - Locksmith	17.34
23530 - Machinery Maintenance Mechanic	18.38
23550 - Machinist, Maintenance	15.50
23580 - Maintenance Trades Helper	11.10
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	21.62
23593 - Metrology Technician III	22.52
23640 - Millwright	18.15
23710 - Office Appliance Repairer	19.55
23760 - Painter, Maintenance	13.60
23790 - Pipefitter, Maintenance	18.82
23810 - Plumber, Maintenance	16.80
23820 - Pneudraulic Systems Mechanic	18.15
23850 - Rigger	18.15
23870 - Scale Mechanic	16.55
23890 - Sheet-Metal Worker, Maintenance	16.48
23910 - Small Engine Mechanic	15.10
23931 - Telecommunications Mechanic I	20.41
23932 - Telecommunications Mechanic II	22.58
23950 - Telephone Lineman	18.81
23960 - Welder, Combination, Maintenance	15.12
23965 - Well Driller	18.15
23970 - Woodcraft Worker	18.15
23980 - Woodworker	11.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	13.33
24610 - Chore Aide	9.03
24620 - Family Readiness And Support Services Coordinator	12.97
24630 - Homemaker	16.50
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.44
25040 - Sewage Plant Operator	16.66
25070 - Stationary Engineer	17.44
25190 - Ventilation Equipment Tender	13.59
25210 - Water Treatment Plant Operator	16.66
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.71

27007 - Baggage Inspector	9.36
27008 - Corrections Officer	16.99
27010 - Court Security Officer	17.70
27030 - Detection Dog Handler	11.61
27040 - Detention Officer	16.99
27070 - Firefighter	17.70
27101 - Guard I	9.36
27102 - Guard II	11.61
27131 - Police Officer I	18.83
27132 - Police Officer II	20.91
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.27
28042 - Carnival Equipment Repairer	10.43
28043 - Carnival Equipment Worker	8.07
28210 - Gate Attendant/Gate Tender	14.46
28310 - Lifeguard	11.40
28350 - Park Attendant (Aide)	16.18
28510 - Recreation Aide/Health Facility Attendant	11.81
28515 - Recreation Specialist	16.12
28630 - Sports Official	12.89
28690 - Swimming Pool Operator	11.61
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.55
29020 - Hatch Tender	16.55
29030 - Line Handler	16.55
29041 - Stevedore I	15.74
29042 - Stevedore II	17.34
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.38
30022 - Archeological Technician II	18.32
30023 - Archeological Technician III	24.92
30030 - Cartographic Technician	24.92
30040 - Civil Engineering Technician	19.05
30061 - Drafter/CAD Operator I	16.38
30062 - Drafter/CAD Operator II	18.32
30063 - Drafter/CAD Operator III	22.44
30064 - Drafter/CAD Operator IV	27.61
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.04
30083 - Engineering Technician III	20.74
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.89
30086 - Engineering Technician VI	34.95
30090 - Environmental Technician	23.33
30210 - Laboratory Technician	21.46
30240 - Mathematical Technician	24.92
30361 - Paralegal/Legal Assistant I	17.89
30362 - Paralegal/Legal Assistant II	23.06
30363 - Paralegal/Legal Assistant III	28.20
30364 - Paralegal/Legal Assistant IV	34.12
30390 - Photo-Optics Technician	24.92
30461 - Technical Writer I	19.50
30462 - Technical Writer II	23.84
30463 - Technical Writer III	28.38
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51

30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.44
30621 - Weather Observer, Senior	(see 2) 23.96
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	13.44
31043 - Driver Courier	12.25
31260 - Parking and Lot Attendant	10.01
31290 - Shuttle Bus Driver	12.95
31310 - Taxi Driver	9.90
31361 - Truckdriver, Light	12.95
31362 - Truckdriver, Medium	15.42
31363 - Truckdriver, Heavy	18.91
31364 - Truckdriver, Tractor-Trailer	18.91
99000 - Miscellaneous Occupations	
99030 - Cashier	7.67
99050 - Desk Clerk	9.36
99095 - Embalmer	24.22
99251 - Laboratory Animal Caretaker I	9.60
99252 - Laboratory Animal Caretaker II	10.15
99310 - Mortician	24.48
99410 - Pest Controller	12.83
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.21
99711 - Recycling Specialist	15.48
99730 - Refuse Collector	12.39
99810 - Sales Clerk	12.37
99820 - School Crossing Guard	11.45
99830 - Survey Party Chief	14.38
99831 - Surveying Aide	9.56
99832 - Surveying Technician	13.08
99840 - Vending Machine Attendant	10.66
99841 - Vending Machine Repairer	13.05
99842 - Vending Machine Repairer Helper	10.26

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment 4:

Wage Determination Rates for Wright Patterson AFB, Ohio to be Used for Scenario II

Use the following wage determination rates for the listed Employee Class' in order to complete the scenario in accordance with FAR 52.222-42-Statement of Equivalent Rates for Federal Hires (May 1989):

WD 05-2419 (Rev.-15) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Diane C. Koplewski Division of Director Wage Determinations	Wage Determination No.: 2005-2419 Revision No.: 15 Date Of Revision: 06/13/2011
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States: Indiana, Ohio

Area: Indiana Counties of Randolph, Union, Wayne
Ohio Counties of Champaign, Clark, Clinton, Darke, Greene, Logan, Miami,
Montgomery, Preble, Shelby

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.59
01013 - Accounting Clerk III		17.45
01020 - Administrative Assistant		21.19
01040 - Court Reporter		19.34
01051 - Data Entry Operator I		11.01
01052 - Data Entry Operator II		11.73
01060 - Dispatcher, Motor Vehicle		17.40
01070 - Document Preparation Clerk		12.79
01090 - Duplicating Machine Operator		12.79
01111 - General Clerk I		12.86
01112 - General Clerk II		14.03
01113 - General Clerk III		15.76
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		11.12
01191 - Order Clerk I		13.34
01192 - Order Clerk II		15.05
01261 - Personnel Assistant (Employment) I		15.68
01262 - Personnel Assistant (Employment) II		17.54
01263 - Personnel Assistant (Employment) III		19.56
01270 - Production Control Clerk		18.81
01280 - Receptionist		12.06
01290 - Rental Clerk		14.69
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57

01313 - Secretary III	20.69
01320 - Service Order Dispatcher	16.58
01410 - Supply Technician	21.21
01420 - Survey Worker	17.54
01531 - Travel Clerk I	12.86
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.55
01611 - Word Processor I	13.96
01612 - Word Processor II	15.68
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.82
05010 - Automotive Electrician	18.81
05040 - Automotive Glass Installer	18.07
05070 - Automotive Worker	18.07
05110 - Mobile Equipment Servicer	16.64
05130 - Motor Equipment Metal Mechanic	19.53
05160 - Motor Equipment Metal Worker	18.07
05190 - Motor Vehicle Mechanic	18.33
05220 - Motor Vehicle Mechanic Helper	15.92
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.07
05310 - Painter, Automotive	18.81
05340 - Radiator Repair Specialist	18.07
05370 - Tire Repairer	15.24
05400 - Transmission Repair Specialist	19.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.54
07041 - Cook I	11.61
07042 - Cook II	12.54
07070 - Dishwasher	8.83
07130 - Food Service Worker	9.71
07210 - Meat Cutter	13.96
07260 - Waiter/Waitress	9.92
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.62
09040 - Furniture Handler	14.20
09080 - Furniture Refinisher	19.62
09090 - Furniture Refinisher Helper	16.28
09110 - Furniture Repairer, Minor	18.11
09130 - Upholsterer	20.23
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	12.18
11090 - Gardener	16.30
11122 - Housekeeping Aide	13.55
11150 - Janitor	14.76
11210 - Laborer, Grounds Maintenance	14.25
11240 - Maid or Houseman	9.29
11260 - Pruner	13.74
11270 - Tractor Operator	15.71
11330 - Trail Maintenance Worker	14.25
11360 - Window Cleaner	15.54
12000 - Health Occupations	
12010 - Ambulance Driver	15.02
12011 - Breath Alcohol Technician	16.51
12012 - Certified Occupational Therapist Assistant	23.02
12015 - Certified Physical Therapist Assistant	21.80
12020 - Dental Assistant	15.29

12025 - Dental Hygienist	30.22
12030 - EKG Technician	21.46
12035 - Electroneurodiagnostic Technologist	21.46
12040 - Emergency Medical Technician	15.02
12071 - Licensed Practical Nurse I	18.88
12072 - Licensed Practical Nurse II	21.13
12073 - Licensed Practical Nurse III	23.56
12100 - Medical Assistant	12.88
12130 - Medical Laboratory Technician	15.98
12160 - Medical Record Clerk	13.42
12190 - Medical Record Technician	15.02
12195 - Medical Transcriptionist	15.28
12210 - Nuclear Medicine Technologist	30.14
12221 - Nursing Assistant I	9.67
12222 - Nursing Assistant II	10.87
12223 - Nursing Assistant III	11.86
12224 - Nursing Assistant IV	13.32
12235 - Optical Dispenser	15.82
12236 - Optical Technician	14.78
12250 - Pharmacy Technician	13.51
12280 - Phlebotomist	13.32
12305 - Radiologic Technologist	23.32
12311 - Registered Nurse I	22.64
12312 - Registered Nurse II	27.68
12313 - Registered Nurse II, Specialist	27.68
12314 - Registered Nurse III	33.49
12315 - Registered Nurse III, Anesthetist	33.49
12316 - Registered Nurse IV	40.14
12317 - Scheduler (Drug and Alcohol Testing)	22.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.15
13012 - Exhibits Specialist II	24.96
13013 - Exhibits Specialist III	30.53
13041 - Illustrator I	22.55
13042 - Illustrator II	27.93
13043 - Illustrator III	34.16
13047 - Librarian	28.17
13050 - Library Aide/Clerk	12.35
13054 - Library Information Technology Systems Administrator	24.18
13058 - Library Technician	16.02
13061 - Media Specialist I	17.55
13062 - Media Specialist II	19.62
13063 - Media Specialist III	21.89
13071 - Photographer I	15.95
13072 - Photographer II	17.84
13073 - Photographer III	22.11
13074 - Photographer IV	27.04
13075 - Photographer V	32.71
13110 - Video Teleconference Technician	18.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.79
14042 - Computer Operator II	18.79
14043 - Computer Operator III	20.95
14044 - Computer Operator IV	23.28
14045 - Computer Operator V	25.78
14071 - Computer Programmer I	25.51
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.79
14160 - Personal Computer Support Technician		23.28
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.08
15020 - Aircrew Training Devices Instructor (Rated)		36.39
15030 - Air Crew Training Devices Instructor (Pilot)		42.16
15050 - Computer Based Training Specialist / Instructor		30.08
15060 - Educational Technologist		27.59
15070 - Flight Instructor (Pilot)		42.16
15080 - Graphic Artist		22.43
15090 - Technical Instructor		20.53
15095 - Technical Instructor/Course Developer		25.10
15110 - Test Proctor		16.95
15120 - Tutor		16.95
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.13
16030 - Counter Attendant		9.13
16040 - Dry Cleaner		11.56
16070 - Finisher, Flatwork, Machine		9.13
16090 - Presser, Hand		9.13
16110 - Presser, Machine, Drycleaning		9.13
16130 - Presser, Machine, Shirts		9.13
16160 - Presser, Machine, Wearing Apparel, Laundry		9.13
16190 - Sewing Machine Operator		12.37
16220 - Tailor		13.18
16250 - Washer, Machine		9.91
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.45
19040 - Tool And Die Maker		23.85
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.46
21030 - Material Coordinator		21.29
21040 - Material Expediter		21.29
21050 - Material Handling Laborer		17.65
21071 - Order Filler		13.18
21080 - Production Line Worker (Food Processing)		16.46
21110 - Shipping Packer		14.51
21130 - Shipping/Receiving Clerk		14.51
21140 - Store Worker I		14.85
21150 - Stock Clerk		18.71
21210 - Tools And Parts Attendant		16.46
21410 - Warehouse Specialist		16.46
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		24.07
23021 - Aircraft Mechanic I		23.23
23022 - Aircraft Mechanic II		24.07
23023 - Aircraft Mechanic III		25.27
23040 - Aircraft Mechanic Helper		18.62
23050 - Aircraft, Painter		23.47
23060 - Aircraft Servicer		20.70
23080 - Aircraft Worker		21.55
23110 - Appliance Mechanic		18.83
23120 - Bicycle Repairer		15.24
23125 - Cable Splicer		25.32
23130 - Carpenter, Maintenance		20.58

23140 - Carpet Layer	20.60
23160 - Electrician, Maintenance	25.95
23181 - Electronics Technician Maintenance I	22.87
23182 - Electronics Technician Maintenance II	23.94
23183 - Electronics Technician Maintenance III	24.82
23260 - Fabric Worker	19.14
23290 - Fire Alarm System Mechanic	20.63
23310 - Fire Extinguisher Repairer	18.05
23311 - Fuel Distribution System Mechanic	24.28
23312 - Fuel Distribution System Operator	20.06
23370 - General Maintenance Worker	17.14
23380 - Ground Support Equipment Mechanic	23.23
23381 - Ground Support Equipment Servicer	20.70
23382 - Ground Support Equipment Worker	21.55
23391 - Gunsmith I	18.05
23392 - Gunsmith II	20.13
23393 - Gunsmith III	21.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.58
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.72
23430 - Heavy Equipment Mechanic	20.69
23440 - Heavy Equipment Operator	25.31
23460 - Instrument Mechanic	22.70
23465 - Laboratory/Shelter Mechanic	21.07
23470 - Laborer	15.39
23510 - Locksmith	19.91
23530 - Machinery Maintenance Mechanic	24.82
23550 - Machinist, Maintenance	19.00
23580 - Maintenance Trades Helper	16.60
23591 - Metrology Technician I	22.70
23592 - Metrology Technician II	23.52
23593 - Metrology Technician III	24.37
23640 - Millwright	28.07
23710 - Office Appliance Repairer	20.23
23760 - Painter, Maintenance	18.10
23790 - Pipefitter, Maintenance	23.71
23810 - Plumber, Maintenance	21.57
23820 - Pneudraulic Systems Mechanic	21.84
23850 - Rigger	21.84
23870 - Scale Mechanic	20.13
23890 - Sheet-Metal Worker, Maintenance	21.38
23910 - Small Engine Mechanic	17.14
23931 - Telecommunications Mechanic I	25.05
23932 - Telecommunications Mechanic II	25.94
23950 - Telephone Lineman	24.99
23960 - Welder, Combination, Maintenance	18.58
23965 - Well Driller	22.74
23970 - Woodcraft Worker	17.33
23980 - Woodworker	17.33
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.05
24580 - Child Care Center Clerk	14.92
24610 - Chore Aide	11.06
24620 - Family Readiness And Support Services Coordinator	13.67
24630 - Homemaker	15.80
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.87

25040 - Sewage Plant Operator	22.32
25070 - Stationary Engineer	25.87
25190 - Ventilation Equipment Tender	18.39
25210 - Water Treatment Plant Operator	22.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.39
27007 - Baggage Inspector	13.11
27008 - Corrections Officer	23.27
27010 - Court Security Officer	21.92
27030 - Detection Dog Handler	17.82
27040 - Detention Officer	23.27
27070 - Firefighter	22.55
27101 - Guard I	13.11
27102 - Guard II	17.82
27131 - Police Officer I	25.19
27132 - Police Officer II	27.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.98
28042 - Carnival Equipment Repairer	13.34
28043 - Carnival Equipment Worker	11.15
28210 - Gate Attendant/Gate Tender	13.81
28310 - Lifeguard	12.03
28350 - Park Attendant (Aide)	15.44
28510 - Recreation Aide/Health Facility Attendant	11.27
28515 - Recreation Specialist	19.14
28630 - Sports Official	12.30
28690 - Swimming Pool Operator	18.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.30
29020 - Hatch Tender	23.30
29030 - Line Handler	23.30
29041 - Stevedore I	22.18
29042 - Stevedore II	24.40
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.43
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.12
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.66
30021 - Archeological Technician I	18.39
30022 - Archeological Technician II	20.58
30023 - Archeological Technician III	25.49
30030 - Cartographic Technician	25.49
30040 - Civil Engineering Technician	22.23
30061 - Drafter/CAD Operator I	18.39
30062 - Drafter/CAD Operator II	20.58
30063 - Drafter/CAD Operator III	22.94
30064 - Drafter/CAD Operator IV	29.65
30081 - Engineering Technician I	15.26
30082 - Engineering Technician II	17.13
30083 - Engineering Technician III	20.55
30084 - Engineering Technician IV	23.74
30085 - Engineering Technician V	29.04
30086 - Engineering Technician VI	35.13
30090 - Environmental Technician	20.32
30210 - Laboratory Technician	19.48
30240 - Mathematical Technician	25.49
30361 - Paralegal/Legal Assistant I	19.22
30362 - Paralegal/Legal Assistant II	23.81
30363 - Paralegal/Legal Assistant III	31.43
30364 - Paralegal/Legal Assistant IV	37.70

30390 - Photo-Optics Technician	25.49
30461 - Technical Writer I	24.05
30462 - Technical Writer II	29.40
30463 - Technical Writer III	35.57
30491 - Unexploded Ordnance (UXO) Technician I	23.15
30492 - Unexploded Ordnance (UXO) Technician II	28.01
30493 - Unexploded Ordnance (UXO) Technician III	33.57
30494 - Unexploded (UXO) Safety Escort	23.15
30495 - Unexploded (UXO) Sweep Personnel	23.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.94
30621 - Weather Observer, Senior	(see 2) 23.88
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.33
31030 - Bus Driver	17.79
31043 - Driver Courier	17.02
31260 - Parking and Lot Attendant	8.53
31290 - Shuttle Bus Driver	18.11
31310 - Taxi Driver	11.56
31361 - Truckdriver, Light	18.11
31362 - Truckdriver, Medium	18.43
31363 - Truckdriver, Heavy	19.35
31364 - Truckdriver, Tractor-Trailer	19.35
99000 - Miscellaneous Occupations	
99030 - Cashier	9.87
99050 - Desk Clerk	10.05
99095 - Embalmer	28.53
99251 - Laboratory Animal Caretaker I	10.77
99252 - Laboratory Animal Caretaker II	11.46
99310 - Mortician	34.47
99410 - Pest Controller	16.18
99510 - Photofinishing Worker	13.48
99710 - Recycling Laborer	17.59
99711 - Recycling Specialist	20.18
99730 - Refuse Collector	16.30
99810 - Sales Clerk	12.05
99820 - School Crossing Guard	12.93
99830 - Survey Party Chief	26.04
99831 - Surveying Aide	13.38
99832 - Surveying Technician	20.48
99840 - Vending Machine Attendant	14.77
99841 - Vending Machine Repairer	16.64
99842 - Vending Machine Repairer Helper	14.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment 5:

Responder Support Camp ID Card Templates

RED Temporary ID Card: for personnel using Pay-as-you-go (dining & laundry) Services



BLUE OCCUPANT ID CARD: for RSC Occupants



Attachment 6:**Sample Small Business Subcontracting Plan (April 2008)**

DATE:

CONTRACTOR:

ADDRESS:

SOLICITATION OR CONTRACT NUMBER: HSFEHQ-10-R-0027

ITEM/SERVICE:

The following, together with any attachments, is hereby submitted as a Small Business Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by FAR Clause 52.219-9.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is: \$
2. The following percentage goals (expressed in terms of a percentage of total planned Subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
 - (a) Small business concerns: % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
 - (b) Veteran-owned small business concerns: % of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
 - (c) Service-disabled veteran-owned small business concerns: % of total planned subcontracting dollars under this contract will go to subcontractors who are service-disabled veteran-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
 - (d) HUBZone small business concerns: % of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 2(a), above.
 - (e) Small disadvantaged business concerns: % of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged business concerns. This percentage is included in the percentage shown under 2(a), above.
 - (f) Women-owned small business concerns: % of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
3. The following dollar values correspond to the percentage goals shown in 2. above.
 - (a) Total dollars planned to be subcontracted to small business concerns: \$.
 - (b) Total dollars planned to be subcontracted to veteran-owned small business concerns: \$. This amount is included in the amount shown under (a), above.
 - (c) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns: \$. This amount is included in the amount shown under (a), above.

- (d) Total dollars planned to be subcontracted to HUBZone small business concerns: \$. This amount is included in the amount shown under (a), above.
- (e) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$. This amount is included in the amount shown under (a), above.
- (f) Total dollars planned to be subcontracted to women-owned small business concerns: \$. This amount is included in the amount shown under (a), above.

[The offeror may present this information as follows:]

GOALS PROJECTED FOR THE CURRENT CONTRACT

Total Subcontracting Dollars	\$	
Small Business Dollars	\$	
Small Business Percent		%
Veteran-owned Small Business Dollars	\$	
Veteran-owned Small Business Percent		%
Service-disabled Veteran-owned Small Business Dollars	\$	
Service-disabled Veteran-owned Small Business Percent		%
HUBZone Small Business Dollars	\$	
HUBZone Small Business Percent		%
Small Disadvantaged Dollars	\$	
Small Disadvantaged Percent		%
Women-owned Small Business Dollars	\$	
Women-owned Small Business Percent		%

- (b) Principal products and/or services to be subcontracted under this contract are listed below along with the distribution to small, veteran-owned, HUBZone, small disadvantaged, women-owned small business, or large business concerns:

SMALL BUSINESS:

VETERAN-OWNED SMALL BUSINESS:

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS:

HUBZONE SMALL BUSINESS:

SMALL DISADVANTAGED BUSINESS:

WOMEN-OWNED SMALL BUSINESS:

LARGE BUSINESS:

4. The following method was used in developing subcontract goals: *[The offeror will insert a statement explaining how the products and services to be subcontracted were established, how the products and services to be subcontracted to small, veteran-owned, service-disabled veteran-owned HUBZone, small disadvantaged, and women-owned business concerns were determined, and how capabilities of these firms were substantiated prior to their inclusion in source lists.]*

5. The following methods were used to identify potential sources for solicitation purposes: *[The offeror will insert items such as, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations. Other examples include: review "subcontractable" requirements to determine applicability to small, HUBZone small/disadvantaged and women-owned business concerns.]*

6. Indirect costs (check one below):

have been,

have not been

included in the goals specified in Item 2. [If so, describe the method used to determine the proportionate share of indirect costs to be incurred with small, veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged and women-owned business concerns.]

7. The following individual will administer the subcontracting program:

Name:

Title:

Address and Telephone:

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan. *[The offeror will include a specific list of this individual's duties. These duties may include:*

- (a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to assure that no statements or clauses are included which may tend to restrict or prohibit small/small disadvantaged business participation.
- (e) Ensuring that corporate proposal reviewers document reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (f) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

- (g) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
 - (h) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.
 - (i) Monitoring attainment of proposed goals.
 - (j) Preparing and submitting periodic subcontracting reports required.]
8. The following efforts will be taken to assure that small business, veteran-owned, service-disabled veteran owned, HUBZone small business, small disadvantaged business and women-owned business concerns will have an equitable opportunity to compete for subcontracts: *[The offeror will include a list of specific efforts to be taken. Such efforts may include:*
- (a) Maintenance of small, small disadvantaged and women-owned small business concerns source lists, guides, and other data identifying small, veteran-owned, service-disabled veteran owned HUBZone, small disadvantaged and women-owned business concerns and utilized by buyers in soliciting subcontracts.
 - (b) Utilization of small, veteran-owned, service-disabled veteran owned, HUBZone, small disadvantaged, and women-owned business sourcelists by buyers.
 - (c) Internal efforts to guide and encourage buyers:
 - (i) Attendance at small and small disadvantaged workshops, seminars, and training programs.
 - (ii) Monitoring of activities to assure compliance with subcontracting plan.]
9. INSERT FIRM'S NAME agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities; and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of FAR 52.219-9, and assuring that all minimum requirements of an acceptable subcontracting plan has been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved and the availability of potential small business subcontractors. Once approved and implemented, plans will be monitored through the submission of periodic reports, periodic visits to subcontractors facilities to review applicable records, and subcontracting program progress.
10. INSERT FIRM'S NAME agrees to submit periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the contract. We further agree to submit The Individual Subcontracting Report for Individual Contracts, and the Summary Subcontract Report, in accordance with the instructions outlined in the government wide eSRS Subcontracting Reporting System located at www.esrs.gov. Additionally, we will ensure that our subcontractors agree to submit the Individual and Summary Subcontracting reports where applicable.
11. INSERT FIRM'S NAME agrees to maintain at least the following types of records to document compliance with this subcontracting plan:
- (a) Source Lists (e.g. PRO-Net), guides, and other data that identify small business, veteran-owned, service-disabled veteran owned, HUBZone, small business, small disadvantaged business, and women-owned small business concerns.
 - (b) Organizations contacted in an attempt to locate sources that are small business, veteran-owned, service-disabled veteran owned, HUBZone, small business, small disadvantaged business, or women-owned business concerns.
 - (c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating on each solicitation
 - (i) Whether small business concerns were solicited, and if not, why not;
 - (ii) Whether veterans-owned small business concerns were solicited, and if not, why not;
 - (iii) Whether service-disabled veterans-owned small business concerns were solicited, and if not, why not;

- (iv) Whether HUBZone small business concerns were solicited, and if not, why not;
 - (v) Whether small disadvantaged business concerns were solicited, and if not, why not;
 - (vi) Whether women-owned small business concerns were solicited, and if not, why not; and
 - (vii) If applicable, the reason award was not made to a small or small disadvantaged business concern.
- (d) Records of any other outreach efforts to contact trade associations, business development organizations, and conferences and trade fairs to locate small, veteran-owned, service-disabled veteran-owned, HUBZone small, small disadvantaged, and women-owned small business concerns.
- (e) Records of internal guidance and encouragement provided to buyers through workshops, seminars, and training programs; and monitoring of performance to evaluate compliance with program requirements.
- (f) On a contract-by-contract basis, records to support award data including the name, address and business size of each subcontractor. *[Contractors having commercial plans need not comply with this requirement.]*

Attachment 7:**PAST PERFORMANCE QUESTIONNAIRE**

One of the considerations in proposal evaluation is the verification of an offeror's past and/or current performance on contracts, which may demonstrate the offeror's ability to perform on the proposed effort. For an accurate evaluation, we rely on agencies and companies such as yours to share firsthand experience with a particular offeror. You and your agency/office were provided as a reference or determined to be a valid reference for _____.

Please provide your candid responses. The information that you provide will be used in the awarding of a federal contract. Therefore, it is important that your information be a factual, accurate and complete as possible to preclude the need for follow-up by the evaluators. If you do not have knowledge of or experience with the company in question, please forward this Questionnaire to the person who does. Please return the completed Questionnaire within 3 days. Thank you.

Your completed questionnaire will become a part of the official source selection records. We may release the information from the questionnaire to the contractor during negotiations or debriefings. If we release information from the questionnaire, the rater's name will remain confidential.

Rating Guidelines

Use the following guidelines for (8) eight performance assessment areas. In all areas, an assignment of Neutral (N) is applicable if there is no identifiable performance record (see FAR 15.305(a) (2) (iii) and (iv)). You are asked to provide frank, concise comments regarding your overall assessment of the contractor's performance on the contract identified. You are urged to supplement your own knowledge of the contractor's performance with the judgment of others in your organization.

Pass. Contractor successfully provided services that met or exceeded the requirement.

Neutral. No relevant past performance.

Fail. Contractor did not furnish required services.

We request that the questionnaire package be completed and returned as soon as possible via electronic mail to Ms. Armetia Cato, Contract Specialist, Armetia.Cato@dhs.gov. Facsimile transmissions will not be accepted. Transmission problems may be addressed to (202) 646-7978. Thank you for your time and assistance.

Regards,

Past Performance Evaluation Team

PART I. (To be completed by the Offeror)

A. CONTRACT IDENTIFICATION

Contractor/Company Name/Division:
 Address:
 Program Identification/Title:
 Contract Number:
 Contract Type:
 Prime Contractor Name (if different from the contractor name cited above):
 Contact Award Date:
 Forecasted or Actual Contract Completion Date:
 Nature of the Contractual Effort or Items Purchased:
 Award Amount:

B. IDENTIFICATION OF RESPONDENT

Name:
 Title:
 Date:
 Telephone Number:
 FAX Number:
 Address:
 E-mail Address:

PART II. EVALUATION (To be completed by Point of Contact - Respondent)

Evaluation

Please indicate your satisfaction with the contractor's performance by placing an "X" in the appropriate block using the scale provided. This scale is defined as follows:

<u>Code</u>	<u>Performance level</u>
P	Pass
N	Neutral/Not Applicable
F	Fail

1. Program Management

P	N	F
---	---	---

Effectiveness of overall contract management (including ability to effectively lead, manage, and control the program) and corporate oversight			
Ability to successfully respond to urgent and/or high volume situations			
Adherence to contract quality assurance requirements			
Effectiveness of material management (including Government Furnished property of Equipment)			
Timeliness/completeness/accuracy of submission of required reports and documentation			
Timeliness/effectiveness of contract problem resolution			
Ability to meet the schedule or complete services early compared to the schedule on an order/activity or project			
Effectiveness of Environmental Compliance			

2. Personnel Management

P	N	F
---	---	---

Adequately provided a trained and certified workforce during transition and contract start date			
Maintained a workforce that possessed requisite technical knowledge, skills, and certifications (as required) throughout the life of the contract			
<i>Provided a stable work force with minimal personnel turnover that maintained project management continuity.</i>			
Proven ability to "staff up" to satisfy requirement			

3. Schedule Performance

P	N	F
---	---	---

Timeliness of Performance for Services, including the Administrative Aspects of Performance			
Timely completion of delivery orders, milestones			
Effective processes ensuring responsiveness to potential or actual schedule slips			
Responsive to technical changes			

4. Problem Resolution

P	N	F
---	---	---

Prompt notification of problems			
Effective root cause analysis, contractor-recommended solutions and corrective action plans			

5. Transition

P	N	F
---	---	---

Contractor successfully transitioned resources and personnel to assume work under new contract; continuity of services was maintained and seamless			
Effectiveness in transitioning to a new contract without compromising mission support			

6. Cost Control (If Applicable)

P	N	F
---	---	---

Maintains accurate cost documentation			
Minimizes cost overruns			
Provides prompt notification to customer of potential cost overruns			
Effectiveness in Forecasting and Controlling Project Cost			

7. Customer Satisfaction

P	N	F
---	---	---

Commitment to Customer Satisfaction and Business-like Concern for its Customer's Interest			
Overall Satisfaction with Offeror			

8. Safety

P	N	F
---	---	---

Commitment to Safe operations			
Effectiveness of Safety Program			

1) For Government contract references: Please provide an approximate number of documented complaints issued during performance of this contract.

2) Please provide an approximate dollar amount of contract payment deductions based on any performance problems.

3) For Commercial contract references: Please specify if you issued notices to the contractor due to the contractor's failure to meet contract requirements, failure to perform the contract on schedule and/or poor workmanship. If any were issued, please provide an approximate number and description.

4) If there were any failure notices issued as described above, please note if the contract value was reduced based on those notices.

5) Approximately how much of this effort was subcontracted?

6) If this effort includes a high amount of subcontracting (greater than 50%), how many subcontracts were involved?

7) Were any problems encountered during start-up of the contract?

8) Would you award another contract to this contractor?

Evaluator's Signature

Date

Attachment 8: Summary Subcontract Report

SUMMARY SUBCONTRACT REPORT <i>(See instructions on reverse)</i>			OMB No.: 9000-0007 Expires: 2/28/2010	
Public reporting burden for this collection of information is estimated to average 16.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405.				
1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED	
a. COMPANY NAME			4. REPORTING PERIOD: YEAR	
b. STREET ADDRESS				
c. CITY		d. STATE	e. ZIP CODE	<input type="checkbox"/> OCT 1 - MAR 31 <input type="checkbox"/> OCT 1 - SEPT 30
2. CONTRACTOR IDENTIFICATION NUMBER			5. TYPE OF REPORT	
			<input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED	
5. ADMINISTERING ACTIVITY (Please check applicable box)				
ARMY	DEFENSE CONTRACT MANAGEMENT AGENCY		DOE	
NAVY	NASA		OTHER FEDERAL AGENCY (Specify)	
AIR FORCE	GSA			
7. REPORT SUBMITTED AS (Check one)			8. TYPE OF PLAN	
PRIME CONTRACTOR	INDIVIDUAL	IF PLAN IS A COMMERCIAL PLAN, SPECIFY THE PERCENTAGE OF THE DOLLARS ON THIS REPORT ATTRIBUTABLE TO THIS AGENCY.		
SUBCONTRACTOR	COMMERCIAL PRODUCTS			
BOTH				
9. CONTRACTOR'S MAJOR PRODUCTS OR SERVICE LINES				
a		b		
CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS (Report cumulative figures for reporting period in Block 4)				
TYPE		WHOLE DOLLARS	PERCENT (To nearest tenth of a %)	
10a. SMALL BUSINESS CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
10c. TOTAL (Sum of 10a and 10b).			100.0%	
11. SMALL DISADVANTAGED BUSINESS CONCERNS (SDB) (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (If Applicable) (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
15. VETERAN-OWNED SMALL BUSINESS (VOSB) CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
16. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)				
17. ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES THAT HAVE NOT BEEN CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION AS SMALL DISADVANTAGED BUSINESSES (Dollar Amount) (SEE SPECIFIC INSTRUCTIONS)				
18. ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES THAT ARE NOT SMALL BUSINESSES (Dollar Amount) (SEE SPECIFIC INSTRUCTIONS)				
19. CONTRACTOR'S OFFICIAL WHO ADMINISTERS SUBCONTRACTING PROGRAM				
a. NAME		b. TITLE		c. TELEPHONE NUMBER
				AREA CODE NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 285 (REV. 9/2007)
Prescribed by GSA - FAR (48 CFR) 53.219 (b)

0. REMARKS

21. CHIEF EXECUTIVE OFFICER

a. NAME	c. SIGNATURE
b. TITLE	d. DATE

GENERAL INSTRUCTIONS

1. This report is not required from small businesses.
2. This form collects subcontract data from prime contractors/subcontractors that: (a) hold one or more contracts over \$550,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran Owned Small Business, and HUBZone Small Business (HUBZone SB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).
3. This report must be submitted semi-annually (for the six months ended March 31st and the twelve months ended September 30th) for contracts with the Department of Defense (DOD) and annually (for the twelve months ended September 30th) for contracts with civilian agencies, except for contracts covered by an approved Commercial Plan (see special instructions in right-hand column). Reports are due 30 days after the close of each reporting period.
4. This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating on a separate profit center) basis, unless otherwise directed by the agency awarding the contract.
5. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. (Note that DOD is considered to be a single agency; see next instruction).

STANDARD FORM 295 (REV. 9/2007) PAGE 2

6. For DOD, a consolidated report should be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DOD prime contractors. However, DOD contractors involved in construction and related maintenance and repair must submit a separate report for each DOD component.
7. Only subcontracts involving performance in the U.S. or its outlying areas should be included in this report.
8. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.
9. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless you have been designated to receive SB and SDB credit from an Alaska Native Corporation (ANC) or Indian tribe.
10. FAR 19.703 sets forth the eligibility requirements for participation in the subcontracting program.
11. See special instructions in right-hand column for Commercial Plans.

SPECIFIC INSTRUCTIONS

BLOCK 2: For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-866-705-5711 or via the Internet at <http://www.dnb.com>. The contractor should be prepared to provide the following information: (i) company legal business name. (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized. (iii) Company physical street address, city, state and ZIP Code. (iv) Company mailing address, city, state and ZIP Code (if separate

from physical). (v) Company telephone number. (vi) Date the company was started. (vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry). (x) Company Headquarters name and address (reporting relationship within your entity).

BLOCK 4: Check only one. Note that March 31 represents the six months from October 1st and that September 30th represents the twelve months from October 1st. Enter the year of the reporting period.

BLOCK 5: Check whether this report is a "Regular," "Final," and/or "Revised," report. A "Final" report should be checked only if the contractor has completed all the contracts containing subcontracting plans awarded by the agency to which it is reporting. A "Revised" report is a change to a report previously submitted for the same period.

BLOCK 6: Identify the department or agency administering the majority of subcontracting plans.

BLOCK 7: This report encompasses all contracts with the Federal Government for the agency to which it is submitted, including subcontracts received from other large businesses that have contracts with the same agency. Indicate in this block whether the contractor is a prime contractor, subcontractor, or both (check only one).

BLOCK 8: Check only one. Check "Commercial Plan" only if this report is under an approved Commercial Plan. For a Commercial Plan, the contractor must specify the percentage of dollars in Blocks 10a through 16 attributable to the agency to which this report is being submitted.

BLOCK 9: Identify the major product or service lines of the reporting organization.

BLOCKS 10a through 18: These entries must include all subcontract awards resulting from contracts or subcontracts, regardless of dollar amount, received from the agency to which this report is submitted. If reporting as a subcontractor, report all subcontracts awarded under prime contracts. Amounts must include both direct awards and an appropriate prorated portion of indirect awards. (The indirect portion is based on the percentage of work being performed for the organization to which the report is being submitted in relation to other work being performed by the prime contractor/subcontractor). Do not include awards made in support of commercial business unless "Commercial" is checked in Block 8 (see Special Instructions for Commercial Plans in right hand column). Report only those dollars subcontracted this fiscal year for the period indicated in Block 4.

BLOCK 10a: Report all subcontracts awarded to SBs including subcontracts to SDBs, WOSBs, VOSBs, service-disabled VOSBs, and HUBZone SBs. Include subcontracts awarded to ANCs and Indian tribes that are not small businesses and that are not certified by the SBA as SDBs where you have been designated to receive their SB and SDB credit. Where your company and other companies have been designated by an ANC or Indian tribe to receive SB and SDB credit for a subcontract awarded to the ANC or Indian tribe, report only the portion of the total amount of the subcontract that has been designated to your company. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

BLOCK 10b: Report all subcontracts awarded to large businesses and any other-than-small businesses. Do not include subcontracts awarded to ANCs and Indian tribes that have been reported in 10a above.

BLOCK 10c: Report on this line the grand total of all subcontracts (the sum of lines 10a and 10b).

BLOCKS 11 through 16: Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in more than one block (e.g., SDBs owned by women); likewise subcontracts to HBCUs or MIs should be reported on both Block 11 and 13.

BLOCK 11: Report all subcontracts awarded to SDBs (including WOSB, VOSB, service-disabled VOSBs, and HUBZone SB SDBs). Include subcontracts awarded to ANCs and Indian tribes that have not been certified by SBA as SDBs where you have been designated to receive their SDB credit. Where your company and other companies have been designated by an ANC or Indian tribe to receive SDB credit for a subcontract awarded to the ANC or Indian tribe, report only the portion of the total amount of the subcontract that has been designated to your company. For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

BLOCK 12: Report all subcontracts awarded to WOSBs (including SDBs, VOSBs (including service-disabled VOSBs), and HUBZone SBs that are also WOSBs).

BLOCK 13: (For contracts with DOD, NASA and Coast Guard): Enter the dollar value of all subcontracts with HBCUs/MIs.

BLOCK 14: Report all subcontracts awarded to HUBZone SBs (including WOSBs, VOSBs (including service-disabled VOSBs), and SDBs that are also HUBZone SBs).

BLOCK 15: Report all subcontracts awarded to VOSBs, including service-disabled VOSBs (and including SDBs, WOSBs, and HUBZone SBs that are also VOSBs).

BLOCK 16: Report all subcontracts awarded to service-disabled VOSBs (including SDBs, WOSBs, and HUBZone SBs that are also service-disabled VOSBs).

BLOCK 17: Report all subcontracts awarded to ANCs and Indian tribes that are reported in Block 11, but have not been certified by SBA as SDBs.

BLOCK 18: Report all subcontracts awarded to ANCs and Indian tribes that are reported in Block 10a but are not small businesses.

SPECIAL INSTRUCTIONS FOR COMMERCIAL PLANS

1. This report is due on October 30th each year for the previous fiscal year ending September 30th.
2. The annual report submitted by reporting organizations that have an approved company-wide annual subcontracting plan for commercial items shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial items, if any.
3. Enter in Blocks 10a through 16 the total of all subcontract awards under the contractor's Commercial Plan. Show in Block 8 the percentage of this total that is attributable to the agency to which this report is being submitted. This report must be submitted to each agency from which contracts for commercial items covered by an approved Commercial Plan were received.

DEFINITIONS

1. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).
2. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

SUBMITTAL ADDRESSES FOR ORIGINAL REPORT

For DOD contractors, send reports to the cognizant contract administration office as stated in the contract.

For Civilian Agency Contractors, send reports to the awarding agency:

1. NASA: Forward reports to NASA, Office of Procurement (HS), Washington, DC 20546
2. OTHER FEDERAL DEPARTMENTS OR AGENCIES: Forward report to the OSDDB Director unless otherwise provided for instructions by the Department or Agency.

FOR ALL CONTRACTORS:

SMALL BUSINESS ADMINISTRATION (SBA): Send "info copy" to the cognizant Commercial Market Representative (CMR) at the address provided by SBA. Call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

Attachment 9:
Quality Assurance Surveillance Plan
PERFORMANCE REPORT

QUALITY ASSURANCE SURVEILLANCE PLAN

For Responder Support Camp
Contract Number: HSFE70-12-R-0033
Contract Description: To provide Responder Support Camp support services
Contractor's name: < upon award, enter contractor name > (hereafter referred to as the contractor).

1. PURPOSE.

This Quality Assurance Surveillance Plan (QASP) describes how FEMA will evaluate and document the contractor's performance by providing a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

The following FAR clauses may apply depending on contract type:

52.246-4 Inspection of Services – Fixed-Price,
52.246-5 Inspection of Services – Cost-Reimbursement

2. GOVERNMENT ROLES AND RESPONSIBILITIES.

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Armetia Cato
Organization or Agency: Federal Emergency Management Agency
Telephone: 202-646-1907
Email: Armetia.cato@dhs.gov

b. Contracting Officer's Technical Representative (COTR) - The COTR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COTR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the contractor shall provide documentation to the CO that details the surveillance conducted and the results. The COTR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

Assigned COTR: William Sheehan
Telephone: 202-646-5781
Email: william.sheehan@dhs.gov

d. Other Key Government Personnel –

Title: Administrative Contracting Officer (ACO)
Telephone: TBD upon issuance of each task order
Email: TBD

Title: Task Monitors (TM)
Telephone: TBD upon issuance of each task order
Email: TBD

3. CONTRACTOR REPRESENTATIVES:

The following employees of the contractor serve as the contractor's Program Manager and Task Manager for this contract.

a. RSC Manager - <upon award, enter name>
Telephone: <enter number>
Email: <enter address>

b. Food Service Manager - <upon award, enter name>
Telephone: <enter number>
Email: <enter address>

c. Nurse - <upon award, enter name or delete these lines if not applicable>
Title: <enter title>
Telephone: <enter number>
Email: <enter address>

d. Quality Assurance Manager - <upon award, enter name or delete these lines if not applicable>
Title: <enter title>
Telephone: <enter number>
Email: <enter address>

e. Other Contractor Personnel - <upon award, enter name or delete these lines if not applicable>
Title: <enter title>
Telephone: <enter number>
Email: <enter address>

4. PERFORMANCE STANDARDS.

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix, paragraph C.2 Required Deliverables in the Performance Work Statement (PWS) includes performance standards. The details of each deliverable are provided in the PWS. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

The table below will be used by the Government as a method of evaluation to determine if the contractor is meeting the contract performance.

Performance Objective	Frequency of Surveillance	Performance Standard	Method of Surveillance	Responsible Party
Equipment Inventory Report	Weekly	100% Adherence	MANAGEMENT INFORMATION SYSTEM (MIS) & Evaluation	COTR
Written Compliance Report	Within 15 days of task order award after completion of jurisdictional code review	100% Adherence		COTR
Daily Logs	Daily	100% Adherence	PERIODIC SAMPLING	COTR
Transition Plan <ul style="list-style-type: none"> • Phase-In: <ul style="list-style-type: none"> ○ With transition plan • Phase-Out: Seven days prior to camp closing 	With Task Order Proposal	100% Adherence	<ul style="list-style-type: none"> • Needed for Task Order Proposal Evaluation – • Needed to monitor RSC construction - Evaluation 	CO COTR/TM
Camp Site Requirements and Layout <ul style="list-style-type: none"> • Initial Task Order Proposal evaluation • Each time RSC expansion or reduction takes place 	Submitted with award	100% Adherence	Evaluation	CO
Site Specific Design Plans	With Task Order Proposal	100 % Adherence	Needed for Task Order Proposal Evaluation	CO
ID Cards	Within 36 hours of Task Order award	100% Adherence	Evaluation	CO
Laundry Facilities	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS
Shower Facilities	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS
Hand Washing Stations	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS

Janitorial Services	Periodically	100% Adherence	Evaluation after task order award	COTR/QAS
Camp Specific Medical Plans	Submit with task order proposal	100% Adherence	Needed for Task Order Proposal Evaluation	CO
Demobilization Plan	Within 14 days of occupation of site	100% Adherence	Evaluation after task order award	COTR
Quality of Services	Periodically	Customer Satisfaction Gauged up to 100%	User Surveys	COTR/QAS

5. INCENTIVES.

Not Applicable.

6. METHODS OF QA SURVEILLANCE.

Various methods exist to monitor performance. The COTR shall use the surveillance methods listed below in the administration of this QASP.

Regardless of the surveillance method, the COTR shall always contact the contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COTR, with assistance from the PM, shall be responsible for monitoring the contractor's performance in meeting a specific performance standard/AQL.

- a. DIRECT OBSERVATION. (Can be performed periodically or through 100% surveillance.)
- b. MANAGEMENT INFORMATION SYSTEMS (MIS). (Evaluates outputs through the use of management information reports. Best used for general surveillance and may need to be supplemented by periodic inspections.)
- c. PERIODIC INSPECTION. (Uses a comprehensive evaluation of selected outputs. Inspections may be scheduled [Daily, Weekly, Monthly, Quarterly, or annually] or unscheduled, as required.)
- d. USER SURVEY. (Combines elements of validated user complaints and random sampling. Random survey is conducted to solicit user satisfaction. These surveys will also be used to determine a customer's level of satisfaction regarding the quality of services being provided (e.g. MWR Room, Shower and Bathroom facilities, Billeting, Dining Facility). Appropriate for high quantity activities that have historically been satisfactory. May also generate periodic and 100% inspections.)
- e. VALIDATED USER/CUSTOMER COMPLAINTS. (Relies on the user of the service to identify deficiencies. Complaints are then investigated and validated. Highly applicable to services provided in quantity and where quality is highly subjective.)
- f. 100% INSPECTION. (Evaluates all outputs. Most applicable to small quantity, but highly important services. May be used where there are written deliverables and stringent requirements such as tasks required by law, safety, or security.)
- g. PERIODIC SAMPLING. (Variation of random sampling. However, sample is only taken when a deficiency is suspected. Good follow-up to MIS analysis. Sample results are applicable only for the specific work inspected. Since sample is not entirely random, it cannot be applied to total activity performance.)
- h. RANDOM SAMPLING. (Designed to evaluate the outputs of the award requirement by randomly selecting and inspecting a statistically significant sample. Highly recommended for large quantity repetitive activities with objective and measurable quality attributes.)
- i. Progress or status meetings.

j. Analysis of contractor's progress reports. (Evaluate cost, schedule, etc.)

k. Performance reporting. (Evaluate metrics for a specific time period. Develop metrics or use metrics found in MIS.)

Surveillance results may be used as the basis for actions (to include payment deductions) against the contractor. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

8. RATINGS.

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

EXCEPTIONAL:	Performance significantly exceeds contract requirements to the Government's benefit.
SATISFACTORY:	Performance meets contractual requirements.
UNSATISFACTORY:	Performance does not meet contractual requirements.

9. DOCUMENTING PERFORMANCE.

a. ACCEPTABLE PERFORMANCE.

The Government shall document positive performance. A Performance Report template is attached. Any report may become a part of the supporting documentation for fixed fee payments, award fee payments, or other actions.

b. UNACCEPTABLE PERFORMANCE.

When unacceptable performance occurs, the COTR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COTR shall document the discussion and place it in the COTR file.

When the COTR determines formal written communication is required, the COTR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's task manager or on-site representative. A CDR template is attached to this QASP.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COTR. The Government shall review the contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the CO.

10. FREQUENCY OF MEASUREMENT.

a. Frequency of Measurement.

During contract/order performance, the ACO/COTR shall take periodic measurements, weekly as specified in the Performance Standard column of the Performance Standards Summary Matrix, and shall analyze whether the negotiated frequency of measurement is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

The ACO/COTR shall meet with the contractor weekly to assess performance and shall provide a written assessment.

| _____

PERFORMANCE REPORT

1. **CONTRACT NUMBER:** HSFE70-12-R-0033

2. Prepared by: (Name of COTR)

3. Date and time of observation:

4. Observation:

<Examples of items to include in a report are:

- Method of surveillance.
- How frequently you conducted surveillance.
- Surveillance results.
- Number of observations.>

Prepared by: TBD

Signature – Administrative Contracting Officer (ACO)

Date

or

Signature – Contracting Officer Technical Representative (COTR)

Date

CONTRACT DISCREPANCY REPORT (CDR)

1. **Contract Number:** <insert number>

2. **TO:** (Contractor Task Manager or on-site representative) <insert name>

3. **FROM:** (Name of COTR) <insert name>

4. Date and time observed **discrepancy:**

5. **DISCREPANCY OR PROBLEM:**

<Describe in detail. Identify any attachments.>

5. **Corrective action plan:**

A written corrective action plan < is / is not > required.

If a written corrective action plan is required include the following. > The written Corrective Action Plan will be provided to the undersigned not later than 24 hours days after receipt of this CDR. <

Prepared by: <Enter ACO/COTR's name>

Signature – Administrative Contracting Officer (ACO)

Date

or

Signature – Contracting Officer Technical Representative (COTR)

Date

Received by:

Signature - Contractor Task Manager or on-site representative

Date

< The COTR may initiate a CDR at any time, including whenever the number of recorded defects for a performance standard exceeds the allowable number of defects; anytime unacceptable performance is determined critical in nature and requires formal corrective action; and whenever an unfavorable trend is detected in contractor performance.>

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$35.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997)	OCT 1997
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS ALTERNATE I (MAR 2000)	MAR 2000

L.2 52.215-3 REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES (OCT 1997)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of:

Preparing for the Pre-solicitation Conference.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Armetia Cato

Contracting Officer

Hand-Carried Address:

Federal Emergency Management Agency
395 E Street, SW, Room 526/W-55
Washington, DC 20472-3205

Mailing Address:

Federal Emergency Management Agency
395 E Street, SW, Room 526/W-55
Washington DC 20472-3205

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L.5 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

A. Preface

Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns raised by an interested party. FEMA offers, as an option for dispute resolution, Alternative Dispute Resolution (ADR). ADR is an informal, expeditious and inexpensive way to resolve contract issues and is designed to promote satisfying solutions and fair procedures. For more information on FEMA's ADR services, please contact FEMA's ADR office at the following address:

Cindy Mazur, ADR Director
400 Virginia Ave., SW, suite 120
Washington, DC 20472-3400
202-646-4094
202-646-2385 and Fax 202-646-3967, DC 20472-3400

If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency.

These procedures have been designed to create an avenue for resolving third party grievances in connection with the acquisition process outside of formal processes through the Government Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the agency protest.

Pursuing an agency protest does not extend the time for obtaining a stay at GAO.

These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

B. Definitions.

(1) "Agency protest," as used in this SOP, is one that may be filed with either the Contracting Officer or the officer responsible for the resolution of all agency protests filed at the level above the Contracting Officer.

(2) "Ombudsman," as used in this SOP, is the agency official above the level of the Contracting Officer designated by the Director of the Acquisition Management Division to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the Ombudsman.

(3) "Day," as used in this SOP, is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

C. Submission Guidelines.

(1) Agency protests may be filed through the Contracting Officer or, at the level above the Contracting Officer, through the Ombudsman either by FAX transmission or by "Certified Mail" (Return Receipt Requested) as follows:

a. Protests filed through the Contracting Officer or the Ombudsman must be mailed or faxed to:

Armetia Cato, Contracting Officer
Federal Emergency Management Agency
395 E Street, SW, Room 526/W-55
Washington, DC 20472-3205

-OR-

Federal Emergency Management Agency
Cliff Oliver, TO Ombudsman
395 E Street, SW
Washington, DC 20472-3205
clifford.oliver@dhs.gov

b. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest".

c. If the protester submits the protest directly through the Ombudsman, the protester must also, within one (1) day of submitting the protest to the Ombudsman, submit a copy of the protest to the responsible Contracting Officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).

(2) To be filed on a given day, protests and any subsequent appeals must be received by 4:30 PM, current-local time. Any protests received after that time will be considered to be filed on the next day.

(3) Protest submissions will not be considered filed until all of the following information is provided:

a. the protester's name, address, telephone number and fax number;

b. the solicitation or contract number;

- c. a detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;
- d. copies of relevant documents;
- e. a request for ruling by the agency;
- f. a statement detailing the form of relief requested;
- g. all information establishing that the protester is an interested party for the purposes of filing a protest; and
- h. all information establishing the timeliness of the protest.

(4) All protests must be signed by an authorized representative of the protester, and must be addressed to the Contracting Officer or the Ombudsman.

D. Timeliness/Resolution of Protests.

(1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

(2) Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.

(3) Protests filed through the Contracting Officer.

a. Within twenty (20) days after the protest is filed through the Contracting Officer, the Contracting Officer will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)".

b. Appeals

i. Protesters who filed protests through the Contracting Officer may, within five (5) days of receipt of the Contracting Officer's written ruling, appeal to the Ombudsman.

ii. Requests for Appellate Review must be submitted to the Ombudsman by FAX transmission or by "Certified Mail" (Return Receipt Requested).

iii. The Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within ten (10) days of receipt of the request for appellate review of the Contracting Officer's decision.

iv. In accordance with FAR 33.103(d)(4) and 4 C.F.R 21.2(a)(3), if there is an agency appellate review of the Contracting Officer's decision on the protest, it will not extend GAO'S timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within ten (10) days of knowledge of initial adverse agency action.

(4) Protests filed through the Ombudsman:

a. If the protester protests directly through the Ombudsman, the Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within thirty-five (35) days after the protest was filed.

b. Protests filed directly through the Ombudsman cannot be appealed within the agency.

E. Dismissal of Protests.

The agency may dismiss protests when protesters file protests through the GAO or CFC while their protests are pending at the agency level; and for failure to comply with any of the requirements of these agency protest procedures. For example, the agency may dismiss protests that are procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly state legally sufficient grounds of protest).

L.6 PROPOSAL SUBMISSION

1. INTRODUCTION.

a. The offeror's proposal (1 original and 11 copies) shall be submitted (Federal Express) to: The Department of Homeland Security, Federal Emergency Management Agency (FEMA) 395 E Street, S.W., PP, 5th Floor, Washington, D.C. 20472-3215: Attention: Armetia Cato. The offeror's proposal shall consist of two volumes. Volume I shall address Technical, Management Approach, Past Performance, Small Business Participation Plan, and Solicitation, Offer and Award Documents and Certifications/Representations. Volume II shall address price/cost. The use of hyperlinks in proposals is prohibited. **WARNING: Please do not wait until the last minute to submit your proposals! To avoid submission of late proposals, we recommend mailing of your proposals be sent two to three days prior to the required proposal due date and time. If proposals are not properly submitted, they shall be thrown out!**

2. PROPOSAL FILES.

a. Format: The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right - 1”

Gutter – 0”

From Edge – Header, Footer - 0.5”

Page Size, Width – 8.5”

Page Size, Height – 11”

The following additional restrictions apply:

Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

b. Page Count: The page limitation for Volume I is **180 pages**. Volume II shall use the format of Section B to furnish information. Those pages that exceed the page counts for each volume or

attachment will not be evaluated. If there are more than fifty lines of text on any page, the sum of the additional lines will be removed from back to front of the particular volume or attachment and will not be evaluated.

Content Requirements: All information shall be confined to the appropriate Volume and tab.

- Cover - The cover page shall include the following:
 - Title of Proposal
 - Volume Title (i.e. I or II)
 - Tab Number and Name
 - RFP Number
 - Name, address and telephone number of the Offeror
 - Duns Number and TIN

- Title Page – The title page shall include the following:
 - Title of Proposal
 - Volume Title (i.e. I or II)
 - Tab Number and Name
 - RFP Number
 - Name, address and telephone number of the Offeror
 - Duns Number and TIN

The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Volume I of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

(i) VOLUME I, TAB 1 – TECHNICAL (See Section M). Proposed technical and management approach to perform and support the requirements of the Performance Work Statement (PWS). The technical proposal shall include discussions regarding work plan process, schedules, staffing plan, subcontracting plan in accordance with Section H.3., and personnel qualifications as it relate to the work plan process. The technical proposal shall include the offeror's response to the Task Order Scenarios in Section J, addressing information regarding how the proposed efforts itemized in each scenario will be performed, the various resources that will be used to facilitate performance, and an identification of potential difficulties in conducting the work and practical suggestions for overcoming these difficulties. All information required for technical evaluation shall **exclude** pricing.

(ii) VOLUME I, TAB 2 – MANAGEMENT (See Section M). The offeror shall submit Volume I, Tab 2 of the technical proposal discussing organizational capability and experience which shall outline management approach, quality assurance, sub-contractor approach, and provide resumes of key personnel to include the following positions: RSC Manager, Quality Assurance Manager, Nurse, Food Service Manager, and other key personnel deemed appropriate. Resumes must be sufficiently detailed to permit an assessment of the capability of staff to do the work described in the proposal. Resumes should be specific as to educational credentials and demonstrated successful experience in providing the specified services. No single resume is to exceed two pages. Include resumes that include information on education or experience that is relevant **only** to the proposed effort. Submit a current organizational chart showing clear lines of authority and describing the various key positions and how employees will be retained throughout the effort. Describe how your firm will use these key personnel to manage contract requirements, including reporting.

(iii) VOLUME I, TAB 3 – PAST PERFORMANCE (See Section M). Offerors shall submit a list of contracts, a minimum of two, (i.e. all prime and major subcontracts *in performance and awarded* during the past 10 years, which are relevant to the efforts required by this solicitation). Relevant efforts are defined as effort involving equipment and services of a similar nature to the effort required by this solicitation. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This tab shall be organized into the following sections:

(1) Section 1 – Contract Descriptions. This section shall include the following information in the following format:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).

(b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

(c) Government's technical representative/COR, and current e-mail address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.

(e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.

(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.

(g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).

(h) Awarded price/cost.

(i) Final or projected final price/cost.

(j) Original delivery schedule, including dates of start and completion of work.

(k) Final, or projected final, delivery schedule, including dates of start and completion of work.

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed

and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(b) For all contracts, the offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to Government Furnished Equipment (GFE) component failures, and number and nature of failures attributable to the offeror's delivered product.

(3) Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW subparagraph number. This includes all subcontractors who will be providing critical hardware/services or whose subcontract is at least 50% of the total proposed price.

(4) Section 4 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(5) Past Performance Questionnaire. For all contracts identified in Section 1, Past Performance Questionnaires must be completed and submitted for the Prime and each major subcontractor. The offeror shall complete Part I of the Past Performance Questionnaire (See Attachment 7), and e-mail the questionnaire to the Government contracting activity. The offeror shall also e-mail to the Contracting Officer a list of all the POC's to be sent a questionnaire (a minimum of three references, no more than five). The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency/Private Entity; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address; Date E-Mailed to POC (month/day).

The POC's shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Officer to armetia.cato@dhs.gov. The Government must receive this list at the close of solicitation with proposals.

The technical proposal shall include discussions regarding work plan process, schedules, staffing plan, subcontracting plan in accordance with Section H.3.

(v) VOLUME I, TAB 4 - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.

Certifications and Representations - Each offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A – Standard Form 33 (SF 33), Solicitation, Offer and Award

Section G – Contract Administration Data

Section K – Representations, Certifications and Other Statements of Offerors

(vi) VOLUME II – PRICE. Price proposals shall include the following:

- (1) Schedule B Price/Cost Schedule
- (2) A completed Attachment J-10, *Pricing Template*, including all of the information described below. Proposed unit prices reflect full prices for each line item per person within each specified range and include all labor, ODCs (supplies, travel, transportation, etc.), material, indirect costs (such as fringe benefits, overhead, G&A), and profit. Unit prices shall be commensurate with the technical proposal.
- (3) A price proposal for each task order scenario provided in Attachment J-2 and J-3. The offeror shall use the unit prices as proposed in Attachment J-10 to prepare the price proposal for the scenarios and provide prices for the line items to be determined at the task order level. The price proposals for the sample task orders will be evaluated to determine the offeror's understanding of the performance requirements of the sample task orders.

The offeror's completed worksheets shall be submitted in Microsoft Excel 2007 format. Any other format may be unreadable by FEMA and will result in the Offeror's pricing not being considered; thus resulting in a material non-conformity and ineligibility for award. Read-only files will not be accepted.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990
3052.219-72	EVALUATION OF PRIME CONTRACTOR PARTICIPATION IN THE DHS MENTOR-PROTÉGÉ PROGRAM	JUN 2006

M.2 GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against four factors and subfactors. The evaluation criteria consist of factors and sub-factors: *Technical and Management, are more important than Past Performance and Price. Relative importance of the factors, such as, Technical and Management are of equal importance, and when combined they are significantly more important than Past Performance and Price.* The Government reserves the right to make an award to that offeror whose proposal provides the best value to the Government.

The evaluation will be based on the demonstrated capabilities of the offeror in relation to the needs of the project as set forth in the Request for Proposal (RFP). The merits of the proposal will be evaluated carefully, based on the thoroughness and feasibility of the technical approach taken.

The Government reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that your proposal be submitted initially on the most favorable terms, and should include a detailed budget. Proposals submitted in response to this solicitation will be reviewed by a peer review group.

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

M.3 EVALUATION APPROACH

All proposals shall be subject to evaluation by a technical team.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the following:

a. Technical Approach. Offerors will be evaluated on their ability to demonstrate technical sufficiency in their proposed technical and management approach to perform and support the requirements of the Performance Work Statement (PWS). This section of the offeror’s proposal shall address information regarding how the proposed logistical support task area(s) will be performed, the various resources such as in-house equipment, other equipment, trucks, supplies, and personnel, etc. that will be used to facilitate performance, as well as an identification of potential difficulties in conducting the work and practical suggestions for overcoming these difficulties. Offerors will also be evaluated on their ability to develop a work plan in response to the two scenarios, see Section J, Attachment 2 and 3. The proposal

will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements; and the extent to which uncertainties are identified and resolutions proposed.

b. Technical Experience. Offerors will be evaluated on the ability to demonstrate relevant business experience that supports their proposed strategy for utilizing their technical experience.

c. Adequacy of Response to Scenarios. The scenarios will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The scenarios will be evaluated to determine the extent to which each requirement of the scenarios have been addressed in the proposal in accordance with the proposal submission section of the solicitation.

d. Feasibility of Approach. The proposal will be evaluated to determine whether the offeror's methods and approach to meeting the solicitation requirements provide the Government with a high level of confidence of successful completion within the required schedule. In the event that enhancements are proposed, the enhancements will be evaluated to determine whether the approach taken is feasible and will result in an end product that fully meets or exceeds the RFP requirements.

e. Small Business Participation Plan. The Offerors will be evaluated on whether they submit a subcontracting plan in accordance with the requirement in Section H.3.

2. MANAGEMENT EVALUATION APPROACH. The Government will assess the Offeror's overall proposed management approach to ensure successful performance of the requirements of this contract. The evaluation will consider the adequacy and levels of key management and supervision for each functional discipline, including functional responsibilities, applicable procedures and reporting relationships. The Government will assess each Offeror's proposed plans and procedures that will be utilized relative to the planning and scheduling of known new or emergent work requirements. The evaluation will also consider the Offeror's system and processes used to procure, receive, control, store and distribute contractor furnished material. The Government will assess the Offeror's ability to meet the logistics requirements in the most efficient manner necessary for successful performance of this contract.

- a. Organization Management. The Offerors will be evaluated on the explanation of its approach and its demonstration of how each of the functional logistics areas of this contract will be accomplished. Furnish an organization chart showing lines of authority, responsibility, and communication for management, supervisory, and technical personnel. Indicate what job classifications will be accomplishing the work items. Personnel management information such as hiring/firing authority, discipline, incentive plans, etc., should also be addressed.
- b. Key Personnel. The Proposed Key Personnel will be evaluated on the extent to which they demonstrate the appropriate education, technical credibility, training, etc., in relation to the areas described in the Performance Work Statement (PWS). In addition they will be evaluated on the experience in relevant project management, and possession of substantive relevant knowledge within their respective subject areas of expertise. Resumes for Key Personnel shall include, at a minimum, the following positions: RSC Manager, Quality Assurance Manager, Nurse, Food Service Manager, and other key personnel the Offeror deems appropriate.
- c. Subcontractor Approach. The Offerors will be evaluated on the selection process of subcontractors, percentage of work that will be contracted out, and the management plan developed for monitoring subcontractors work quality and schedule. The Offerors will be evaluated on the level of work experience (number of projects together) with the subcontractor.

Evaluation Rating for Technical and Management Factors:
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ADJECTIVAL	DEFINITION
Excellent	Excellent understanding of requirements and proposes an approach that significantly exceeds minimum PWS requirements in a way very beneficial to FEMA. Very good probability of success with low degree of risk.
Good	Good understanding most respects and meets or exceeds minimum PWS requirements in a way beneficial to FEMA. Good probability of success with low to moderate degree of risk.
Satisfactory	Satisfactory quality and meets minimum PWS requirements necessary for acceptable contract performance. Fair probability of success with moderate to high degree of risk.
Unsatisfactory	Fails to meet minimum PWS requirements necessary for acceptable performance. Offeror does not meet the material aspects of the solicitation.

3. PAST PERFORMANCE APPROACH. The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. In this context, "offeror" refers to the proposed prime contractor and all proposed major subcontractors. A major subcontractor is defined as one who will be providing critical equipment/services whose subcontract is at least 50% of the total proposed price. In either case, the prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the offeror's Performance Risk rating.

a. Similar Experience. The Government will conduct a performance assessment based on the quality, relevancy and recency of the offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Areas of relevance include: *solution complexity, reliability, flexibility, lack of established track record, lack of industry expertise, limited technical capabilities, overall practicality of an approach, or unrealistic assumptions.* When assessing similar experience, the Government will focus its inquiry on the past performance of the offeror and its proposed major subcontractors as it relates to all solicitation requirements. These requirements include all aspects of schedule, performance and supportability, including the offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) maintaining program execution within cost; 3) adherence to contract schedules, including the administrative aspects of performance; 4) ability to resolve technical and manufacturing problems quickly and effectively; 5) business-like concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors; 7) quality of product delivered as reflected by returns of product to the vendor for repair.

b. Industry Expertise. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the offerors.

Evaluation Rating for Past Performance Factor:	
Rating	DEFINITION
Pass	The Offeror’s past performance record indicates that the offeror likely will successfully provide services that meet or exceed the requirement.
Neutral	The Offeror has no relevant past performance.
Fail	The Offeror’s past performance record provides substantial doubt that the Offeror will successfully provide the services required.

4. PRICE EVALUATION APPROACH. Each price proposal will be evaluated, but will not be assigned a rating. A price analysis will be conducted in accordance with FAR 15.305(a) (1). Price analysis is described at FAR 15.404-1(b).

The evaluation of the price proposals will include accuracy, completeness, and reasonableness. The Government will also evaluate the proposed unit prices and total price to determine if they are realistic to reflect the offeror’s understanding of performance requirements. The total evaluated price of the Offeror’s proposal will be calculated in the *Summary* sheet in Attachment J-10, *Pricing Template*, and evaluated by the Government.

Offerors are cautioned that “materially unbalanced” prices and/or unreasonably high or low prices may cause your proposal to be deemed unacceptable and rejected.

The price proposals for the sample task orders will be evaluated to determine the offeror’s understanding of the performance requirements of the sample task orders.