

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE OF 1 16	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 70FBR923Q00000050		6. SOLICITATION ISSUE DATE 08/19/2023
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Felicia Castillo			b. TELEPHONE NUMBER (No collect calls) 202-803-1676		8. OFFER DUE DATE/LOCAL TIME 08/19/2023 1500PM HT
9. ISSUED BY FEMA REGION 09 FEDERAL EMERGENCY MGMT AGENCY REGION 09 ATTN 1111 BROADWAY SUITE 1200 OAKLAND CA 94607-4052				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> EDWOSB  <input type="checkbox"/> 8(A) </div> <div> NAICS: 531120   SIZE STANDARD: \$34 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO FEMA HQ FEDERAL EMERGENCY MANGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		16. ADMINISTERED BY		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		Subject to the availability of funds			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		This Request for Quote (RFQ) is to award one Firm fixed Price contract for rental of a mobile office unit to provide office space for Staging Management/ISB Team Staff. with delivery/pick up services on Oahu and Maui. delivery address  Maui Raceway Park Maui Veterans Hwy, Kahului, HI 96732 Period of Performance: 08/19/2023 to 11/18/2023 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Felicia Castillo			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Mobile Office Unit, 8' x 20' Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS	3	EA		
0002	Generator - Solar Power (INCLUDED) Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS	1	EA		
0003	Office tables (5) and chairs (7) (INCLUDED) Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS				
1001	Mobile Office Unit, 8' x 20' (Option Line Item) Date Option to be Exercised 11/12/2023 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 11/18/2023 to 02/17/2024	3	EA		
1002	Generator - Solar Power (INCLUDED) Continued ...	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70FBR923Q000000050

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	(Option Line Item) Date Option to be Exercised 11/12/2023 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 11/18/2023 to 02/17/2024  Office tables (5) and chairs (7) (INCLUDED) (Option Line Item) Date Option to be Exercised 11/12/2023 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 11/18/2023 to 02/17/2024				
2001	Mobile Office Unit, 8' x 20' (Option Line Item) Date Option to be Exercised 02/12/2024 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 02/18/2024 to 05/17/2024	3	EA		
2002	Generator - Solar Power (INCLUDED) (Option Line Item) Date Option to be Exercised 02/12/2024 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 02/18/2024 to 05/17/2024	1	EA		
2003	Office tables (5) and chairs (7) (INCLUDED) (Option Line Item) Date Option to be Exercised 02/12/2024 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 02/18/2024 to 05/17/2024				
3001	Mobile Office Unit, 8' x 20' (Option Line Item) Date Option to be Exercised 05/12/2024 Continued ...	3	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002	Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 05/18/2024 to 08/17/2024  Generator - Solar Power (INCLUDED) (Option Line Item) Date Option to be Exercised 05/12/2024 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 05/18/2024 to 08/17/2024	1	EA		
3003	Office tables (5) and chairs (7) (INCLUDED) (Option Line Item) Date Option to be Exercised 05/12/2024 Product/Service Code: 5410 Product/Service Description: PREFABRICATED AND PORTABLE BUILDINGS  Period of Performance: 05/18/2024 to 08/17/2024				

## Invoice Instructions (Fixed Price)

### INVOICE INSTRUCTIONS

The contractor shall submit a monthly invoice upon delivery and acceptance of all supplies or services as specified in the Section B clause, "Consideration and Payment". Invoices shall be submitted as follows: Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor. SF 1034 and 1035 instructions:  
SF 1034 – Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:  
(1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account.

When the right to receive payment is

restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page #GOVTFILLIN#INVOICE INSTRUCTIONS (FIXED PRICE)##1#[Insert Total Amount here] of Standard

Form 1035." Type the following

certification, signed by an authorized official, on the face of the Standard Form 1034.

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

#GOVTFILLIN#INVOICE INSTRUCTIONS (FIXED PRICE)##2#[Insert Name here]

(Name of Official)

#GOVTFILLIN#INVOICE INSTRUCTIONS (FIXED PRICE)##3#[Insert Title here]

(Title)

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

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

#### **INVOICE PREPARATION INSTRUCTIONS SF 1035**

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

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

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

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

Schedule Number - leave blank.

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

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

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

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

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

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

#### **INVOICE APPROVAL**

##### **INVOICE APPROVAL (JUN 2014)**

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

Authorized Invoice Approver

Name: Travis Dunn

Phone: 256.454.3912

Email: [travis.dunn@fema.dhs.gov](mailto:travis.dunn@fema.dhs.gov)

#### **DEFECTIVE INVOICES**

##### **DEFECTIVE OR IMPROPER INVOICES (JUN 2014)**

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

Name: Travis Dunn

Phone: 256.454.3912

Email: [travis.dunn@fema.dhs.gov](mailto:travis.dunn@fema.dhs.gov)

#### **IDENTIFICATION OF GOVERNMENT OFFICIALS**

##### **IDENTIFICATION OF GOVERNMENT OFFICIALS (AUG 2014)**

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Felicia Castillo

Phone: 202-803-1676

Email: felicia.castillo@fema.dhs.gov

Contracting Officer's Representative:

Name: Travis Dunn

Phone: 256.454.3912

Email: travis.dunn@fema.dhs.gov

## **BILLING INSTRUCTIONS**

### **BILLING INSTRUCTIONS (JUN 2014)**

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

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

## **H - Special Contract Requirements**

### **I - Contract Clauses**

#### **52.202-1 Definitions. (JUN 2020)**

#### **52.203-5 Covenant Against Contingent Fees. (MAY 2014)**

#### **52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)**

#### **52.203-7 Anti-Kickback Procedures. (JUN 2020)**

#### **52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (JUN 2020)**

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)**

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately



delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**52.211-5 Material Requirements. (AUG 2000)**

**52.216-24 Limitation of Government Liability. (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

(End of clause)

**52.216-25 Contract Definitization. (OCT 2010)**

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall

proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

**52.217-6 Option for Increased Quantity (Mar 1989)**

**52.217-8 Option To Extend Services. (NOV 1999)**

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

(End of clause)

**52.217-9 Option To Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 120 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 [(months)(years)].

(End of clause)

**52.222-50 Combating Trafficking in Persons. (NOV 2021)**

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)**

**52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2021)**

**52.232-1 Payments. (APR 1984)**

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

**52.233-3 Protest After Award. (AUG 1996)**

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

**52.243-1 Changes - Fixed-Price. (AUG 1987)**

**52.244-6 Subcontracts for Commercial Products and Commercial Services. (JUN 2023)**

**J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>

**K - Representations, Certifications, and Other Statements of Bidders**

**52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)**

**52.225-18 Place of Manufacture. (AUG 2018)**

(a) Definitions. As used in this provision-

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) \_\_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_\_\_ Outside the United States.

(End of provision)

**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)**

**L - Instructions, Conditions, and Notices to Bidders**

**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 [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer].

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS**

**NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS**

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 disputes 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:

Federal Emergency Management Agency Alternative Dispute Resolution Division FEMA Office of Chief Counsel  
400 Virginia Avenue, SW Washington, 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.

**A. Definitions.**

1. "Agency protest" 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" is the agency official above the level of the contacting officer designated by the Director of Acquisitions Operations to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the ombudsman.
3. "Day" 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 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.

**B. Submission Guidelines.**

1. Agency protests may be filed through the contracting officer or, at a level above the contracting officer, through the ombudsman either by facsimile transmission or by "Certified Mail" (Return Receipt Requested) as follows:  
FEMA

FEMA  
 Felicia Castillo  
 Contracting Officer  
 Felicia.castillo@fema.dhs.gov  
 Office of the Chief Procurement Officer  
 Federal Emergency Management Agency  
 500 C Street SW,  
 Washington, DC 20024-2523

or FEMA  
 David Orris  
 Agency Protest Ombudsman  
 David.Orris@fema.dhs.gov  
 Office of the Chief Procurement Officer  
 Federal Emergency Management Agency  
 Building D, Room 123  
 16825 South Seton Avenue  
 Emmitsburg, MD 21727

2. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest". 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).

3. To be filed on a given day, protests and any subsequent appeals must be received by 4:30 p.m., current-local time. Any protests received after that time will be considered to be filed on the next day.

4. Protest submission 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.

5. All protests must be signed by an authorized representative of the protester; and must be addressed to the contracting officer or the ombudsman.

#### C. 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 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 within 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)".

#### D. Appeals.

1. Protesters who filed protests through the contracting officer may, within five days of receipt of the contracting officer's

written ruling, appeal to the ombudsman. Requests for appellate review must be submitted to the ombudsman by facsimile transmission or by “Certified Mail” (Return Receipt Requested).

2. The ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by “Certified Mail (Return Receipt Requested)” within 10 days of receipt of the request for appellate review of the contracting officer’s decision.

3. 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 10 days of knowledge of initial adverse agency action.

E. Protests filed through the ombudsman:

1. 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 (Return Receipt Requested)” within 35 days after the protest was filed.

2. Protests filed directly through the ombudsman cannot be appealed within the agency.

F. 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 protests).

### M - Evaluation Factors for Award

1. Factor Identification - This Government will evaluate the offerors using the following factors.

Factor 1 – Technical Specification

Factor 2 – Delivery Date

Factor 3 – Price

2. Order of Importance - Factor 1, Technical Specification is the most important factor, and more important than Factor 2, Delivery Date. The non-price factors 1 and 2 combined are more important than factor 3, Price.

3. Basis of Award - Award will be made based upon the offeror’s proposal that provides the best value to the Government using the evaluation factors and tradeoff process. All evaluation factors other than price, when combined, are more important than price.

### I.EVALUATION METHODOLOGY:

1. Technical Proposal Evaluation

A. Technical Evaluation Ratings and Definitions – Each offeror’s technical proposal will be evaluated for completeness and to determine whether the proposed approach meets the requirement and criteria as specified in the RFQ. The table below provides definitions of the adjectival ratings to be used in evaluating each offeror’s technical proposal for Factors 1 and 2.

RATING	DESCRIPTION
High Confidence	The Government has <b>high confidence</b> that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with <b>little or no</b> Government intervention.
Some Confidence	The Government has <b>some confidence</b> that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with <b>some</b> Government intervention.
Low Confidence	The Government has <b>low confidence</b> that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract <b>even with</b> Government intervention.

B. Factor 1 – Technical Specification

The technical specification will be evaluated to determine whether the offeror's proposed items meet the minimum technical specificities outlined in the SOW section 4.1.

C..Factor 2 – Delivery Plan

The Delivery Plan will be evaluated for the earliest and reasonable dates, considering weather and transportation available considerations.

2 Price Proposal Evaluation

- A. Price proposal evaluation will not receive an adjectival rating.
- B. The Government will perform price evaluation to determine whether proposed prices are **fair and reasonable**. For the price to be reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Offerors are cautioned that **unreasonably high prices** may cause your proposal to be deemed not fair and unreasonable.
- C. The Government reserves the right to also perform price evaluation to determine whether the proposed prices are **realistic**. For the price to be realistic, it should not be overly optimistic and impractically low. Offerors are cautioned that **unrealistically low prices**, as to pose a risk to the completion of the work, may cause your proposal to be deemed unrealistic and do not pose clear understanding of the scope.
- D. In evaluating price, the Government will utilize one or more proposal analysis techniques from FAR 15.404-1. Examples of such techniques include, but are not limited to the following:
  - Comparison of proposed prices received in response to the solicitation.
  - Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.
  - Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
  - Comparison of proposed prices with independent Government cost estimates.
  - Comparison of proposed prices with prices obtained through market research for the same or similar services.