

<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 38	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 70FBR423R00000022		6. SOLICITATION ISSUE DATE 02/15/2023
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Yolanda Brown		b. TELEPHONE NUMBER (No collect calls) 470-609-3852		8. OFFER DUE DATE/LOCAL TIME 03/02/2023 1400 ES	
9. ISSUED BY FEMA REGION 04 FEDERAL EMERGENCY MANAGEMENT AGENCY ADMINISTRATIVE SERVICES CONTRACTING 3005 CHAMBLEE TUCKER ROAD ATLANTA GA 30341				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 321991 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINA- TION 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)		13b. RATING	
15. DELIVER TO FEMA REGION 04 DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY ADMINISTRATIVE SERVICES CONTRACTING 3003 CHAMBLEE TUCKER ROAD ATLANTA GA 30341		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			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
This solicitation is for a multiple award Blanket Purchase Agreement for FEMA Alternative Manufactured Housing Units (AMHU)  This requirement is full and open with a partial small business set-aside.  Detailed information and designs for these items are included in the solicitation attachments. Period of Performance: 03/15/2023 to 09/14/2023 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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	
Yolanda Brown				Yolanda Brown			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>BASE PERIOD: One (1) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 448 Sq. Ft and not exceed 16 Ft. x 80 Ft.</p> <p>Unit must have a covered front porch.</p> <p>Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations</p> <p>Product/Service Code: E1FZ</p> <p>Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Delivery: 1 Days After Receipt of Order</p>	5	EA		
0002	<p>BASE PERIOD: TWO (2) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 832 Sq. Ft and not exceed 16 Ft. x 80 Ft.</p> <p>Unit must have a covered front porch.</p> <p>Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations.</p> <p>Continued ...</p>	10	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	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <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		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order  BASE PERIOD: Three (3) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 1,248 Sq. Ft and not exceed 16 Ft. x 80 Ft. Unit must have a covered front porch.  Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations. Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	10	EA		
0004	BASE PERIOD: One (1) Bedroom Appliance Package: (Range, Microwave, Refrigerator) that must be energy-efficient. Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 03/15/2023 to 03/14/2024	5	LO		
0005	BASE PERIOD: Two (2) and Three (3) bedrooms Unit Appliance Package: (Range, Microwave, Refrigerator, dishwasher) that must be energy efficient. Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	20	LO		
0006	BASE PERIOD: Furniture Package: Queen Panel Bed set, with Nightstand and 1 dresser Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER Continued ...	25	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	RESIDENTIAL BUILDINGS				
	Delivery: 1 Days After Receipt of Order				
0007	BASE PERIOD: Furniture Package: Twin Panel bed set with Nightstand and dresser Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	30	EA		
0008	BASE PERIOD: Furniture Package: Living Room: Vinyl Reclining Sofa, 2 End tables and Chair Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	25	EA		
0009	BASE PERIOD: Furniture Package: Dining Room Set (no fabric) Table w/4 chairs Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	25	EA		
0010	BASE PERIOD: Transportation/Delivery to include required Permits.  Deliver shall be in accordance with the contract requirements and the statement of work for each Call Order request.  Funding will be based on accepted cost proposal, this CLIN amount will be issued by government. Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS	1	LO		
0011	BASE PERIOD: Installation to include Plumbing and Electrical Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS Continued ...	25	EA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0012	Delivery: 1 Days After Receipt of Order  BASE PERIOD: Warranty 1 year on Unit and Appliances. Parts not covered under manufacturer warranty (Metal, windows, doors, HVAC, faucets, siding, etc) shall be covered under a separate one (1) year warranty. Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	25	EA		
0013	BASE PERIOD: ADA retrofits per unit to include installation of ramps, platform steps, and grab bars. Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	1	EA		
1001	OPTION PERIOD ONE: One (1) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 448 Sq. Ft and not exceed 16 Ft. x 80 Ft. Unit must have a covered front porch.  Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations (Option Line Item) Date Option to be Exercised 12/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order	5	EA		
1002	Period of Performance: 09/15/2023 to 12/14/2023  OPTION PERIOD ONE: TWO (2) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 832 Sq. Ft and not exceed 16 Ft. x 80 Ft. Continued ...	10	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p>Unit must have a covered front porch.</p> <p>Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023</p> <p>OPTION PERIOD ONE: Three (3) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 1,248 Sq. Ft and not exceed 16 Ft. x 80 Ft. Unit must have a covered front porch.</p> <p>Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023</p>	10	EA		
1004	<p>OPTION PERIOD ONE: One (1) Bedroom Appliance Package: (Range, Microwave, Refrigerator) that must be energy-efficient. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023 Continued ...</p>	5	LO		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1005	OPTION PERIOD ONE: Two (2) and Three (3) bedrooms Unit Appliance Package: (Range, Microwave, Refrigerator, dishwasher) that must be energy efficient. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023	20	LO		
1006	OPTION PERIOD ONE: Furniture Package: Queen Panel Bed set, with Nightstand and 1 dresser (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023	25	EA		
1007	OPTION PERIOD ONE: Furniture Package: Twin Panel bed set with Nightstand and dresser. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023	30	EA		
1008	OPTION PERIOD ONE: Furniture Package: Living Room: Vinyl Reclining Sofa, 2 End tables and Chair (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023  Continued ...	25	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1009	OPTION PERIOD ONE: Furniture Package: Dining Room Set (no fabric) Table w/4 chairs (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023	25	EA		
1010	OPTION PERIOD ONE: Transportation/Delivery to include required Permits.  Deliver shall be in accordance with the contract requirements and the statement of work for each Call Order request.  Funding will be based on accepted cost proposal, this CLIN amount will be issued by government. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Period of Performance: 09/15/2023 to 12/14/2023	1	LO		
1011	OPTION PERIOD ONE: Installation to include Plumbing and Electrical (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023	25	EA		
1012	OPTION PERIOD ONE: Warranty 1 year on Unit and Appliances. Parts not covered under manufacturer warranty (Metal, windows, doors, HVAC, faucets, siding, etc) shall be covered under a separate one (1) year warranty. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Continued ...	25	EA		



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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1013	Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023  BASE PERIOD: ADA retrofits per unit to include installation of ramps, platform steps, and grab bars. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023	1	EA		
2001	OPTION PERIOD TWO: One (1) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 448 Sq. Ft and not exceed 16 Ft. x 80 Ft. Unit must have a covered front porch.  Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations (Option Line Item) Date Option to be Exercised12/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 12/15/2023 to 03/14/2024	5	EA		
2002	OPTION PERIOD TWO: TWO (2) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 832 Sq. Ft and not exceed 16 Ft. x 80 Ft. Unit must have a covered front porch.  Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU Continued ...	10	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003	from contractor production facility to FEMA designated locations. (Option Line Item) Date Option to be Exercised12/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 12/15/2023 to 03/14/2024  OPTION PERIOD TWO: Three (3) bedroom Uniform Federal Accessibility Standards (UFAS) compliant Unit. Must be a minimum of 1,248 Sq. Ft and not exceed 16 Ft. x 80 Ft. Unit must have a covered front porch.  Unit supplied shall be in accordance with statement of work and all applicable contract specifications and attachments. Delivery of MHU from contractor production facility to FEMA designated locations. (Option Line Item) Date Option to be Exercised12/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 12/15/2023 to 03/14/2024	10	EA		
2004	OPTION PERIOD TWO: One (1) Bedroom Appliance Package: (Range, Microwave, Refrigerator) that must be energy-efficient. (Option Line Item) Date Option to be Exercised03/14/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 12/15/2023 to 03/14/2024	5	LO		
2005	OPTION PERIOD TWO: Two (2) and Three (3) bedrooms Unit Appliance Package: (Range, Microwave, Refrigerator, dishwasher) that must be energy efficient. Continued ...	20	LO		

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2006	OPTION PERIOD TWO: Furniture Package: Queen Panel Bed set, with Nightstand and 1 dresser (Option Line Item) Date Option to be Exercised12/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 12/15/2023 to 03/14/2024	25	EA		
2007	OPTION PERIOD TWO: Furniture Package: Twin Panel bed set with Nightstand and dresser. (Option Line Item) Date Option to be Exercised12/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 12/15/2023 to 03/14/2024	30	EA		
2008	OPTION PERIOD TWO: Furniture Package: Living Room: Vinyl Reclining Sofa, 2 End tables and Chair (Option Line Item) Date Option to be Exercised12/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 12/15/2023 to 03/14/2024	25	EA		
2009	OPTION PERIOD TWO: Furniture Package: Dining Room Set (no fabric) Table w/4 chairs (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Continued ...	25	EA		

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2010	<p>Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023</p> <p>OPTION PERIOD TWO: Transportation/Delivery to include required Permits.</p> <p>Deliver shall be in accordance with the contract requirements and the statement of work for each Call Order request.</p> <p>Funding will be based on accepted cost proposal, this CLIN amount will be issued by government. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Period of Performance: 09/15/2023 to 12/14/2023</p>	1	LO		
2011	<p>OPTION PERIOD TWO: Installation to include Plumbing and Electrical (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023</p>	25	EA		
2012	<p>OPTION PERIOD TWO: Warranty 1 year on Unit and Appliances. Parts not covered under manufacturer warranty (Metal, windows, doors, HVAC, faucets, siding, etc) shall be covered under a separate one (1) year warranty. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS</p> <p>Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023 Continued ...</p>	25	EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2013	BASE PERIOD: ADA retrofits per unit to include installation of ramps, platform steps, and grab bars. (Option Line Item) Date Option to be Exercised09/12/2023 Product/Service Code: E1FZ Product/Service Description: PURCHASE OF OTHER RESIDENTIAL BUILDINGS  Delivery: 1 Days After Receipt of Order Period of Performance: 09/15/2023 to 12/14/2023	1	EA		

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## **SECTION B -GENERAL TERMS**

## **B.1 INTRODUCTION**

In the spirit of the Federal Acquisition Streamlining Act, the Federal Emergency Management Agency FEMA and potential offer will enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring services.

The agreement will detail all services with accompanying prices and descriptions, which may be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

## **B.2 TERMS AND CONDITIONS**

The potential offer shall agree to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Federal Emergency Management Agency.

## **B.3 ADMINISTRATIVE DATA**

### **Contractor Primary Point of Contact:**

TBA

### **Cognizant FEMA Office:**

4663DR – Frankfort Kentucky – JFO  
657 Chamberlin Ave  
Frankfort, KY 40601

## **B.4 PRICING DATA**

1. The prices to be included will be in effect on the effective date of an order shall govern that order's basic performance period. At no time shall the prices exceed the acceptable rates established.
2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Federal Emergency Management Agency/Contracting Officer. An advanced notice is not required for discounts offered for only an individual order. Whether an order placed at this limit is subject to discounts is subject to the discretion of the BPA holder.
3. Any BPA price increase shall not take effect until the Federal Emergency Management Agency Contracting Officer receives written notification (U.S. mail, facsimile, or electronic mail). Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the Federal Emergency Management Agency Contracting Officer.

## **B.5 GENERAL SERVICE ORDERS**

A properly warranted Federal Emergency Management Agency Contracting Officer will place calls with the Contractor based upon the requirements of the individual calls, usually in the form of a contract document. The information provided to the Contractor will include the place of delivery, required date of delivery, and other specification requirements. The Contractor may offer additional spot discounts on any order, as they deem appropriate.

## **B.6 AUTHORIZED LIMITS**

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may total \$4.9M. This maximum amount may be increased by mutual agreement of the parties in writing by the Contracting

Officer.

## **B.7 OBLIGATION OF FUNDS**

The BPA will not obligate funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

## **B.8 PERIOD OF PERFORMANCE**

Then awarded BPA will have period or performance of

Base – 6 months

Option One – three months

Option Two – three months

## **B.9 AUTHORIZED INDIVIDUALS**

### **INDIVIDUALS AUTHORIZED TO PLACE ORDERS:**

The agency authorizes only FEMA Warranted Contracting Officers to place call orders against this agreement.

## **B.10 ORDER FORMAT**

An electronic Call Order Request will be issued by the Government prior to award of a formal Call Order. The request will specify the Government's AMHU requirement and request a proposal response from contractors for the required effort. Contractors are required to submit a proposal to be considered for call order award. A "No Bid" proposal response is allowable. The request will be limited to a specified response period. Based on urgency, the request response period may be 24 hours.

Fair Opportunity for Consideration - The Government will provide all awardees a fair opportunity for consideration. In accordance with FAR 16.505(b)(1), the Contracting Officer will give each awardee a "fair opportunity" to be considered for each order in excess of \$3,500 unless one of the following exceptions applies.

Exceptions to Fair Opportunity for Consideration -The agency need for services is of such urgency that providing an opportunity would result in unacceptable delays and/or, 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, The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a delivery 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 delivery order with the current contractor consideration will be given to the contractor's past performance and price, and/or, It is necessary to place an order to satisfy a minimum guarantee. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(e), -Contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

Call Order Request Evaluation -The Contracting Officer has broad discretion in determining which awardee should receive a delivery order. Delivery orders may be awarded based on best value. Proposed price, timeliness, and past



performance will be considered for delivery order award.

The Contracting Office is not required to prepare formal evaluation plans, score offerors, post notices on the Federal Contract Opportunities website, beta.SAM.gov, or hold discussions or negotiation with each awardee. Even though the Contracting Officer does not have to comply with the competition rules in FAR Part 6 and does not have to conduct discussions before issuing a delivery order, there will be an internal record of why a particular offeror provided the best value on the particular requirements of each delivery order.

Call Order Award - Upon signature by the Contracting Officer, each call order is considered fully executed and binding. Each call order will specify supplies, delivery location, and delivery order time for performance in accordance with the terms of this contract. Each call order will be forwarded promptly to the Contractor and shall conform to all terms and conditions of the base contract. Contractors have two (2) days to confirm receipt of a call order, unless the order is issued in response to a Presidential Declaration during a disaster. If a call order is issued in response to a Presidential Disaster the contractor shall confirm within 24 hours.

Electronic Delivery Orders - The Government anticipates electronic issuance of call orders award under the contract. Electronic signature technology is in place. It is anticipated the Government will take advantage of such technology and call orders will be awarded electronically under the contract. If sent via electronic mail, a call order is considered issued when the Government sends the electronic order to the Contractor.

Pre-Authorization Notice - Prior to execution of a formal, written delivery order, the Contracting Officer may "activate" the Contractor by granting authority to the Contractor to mobilize and begin work. Such authority shall be written or confirmed in writing within 72 hours after activation in the event such authorization is required during non-duty hours. Electronic mail shall be acceptable for meeting this requirement.

Inspection and Acceptance- FEMA will, at its discretion, inspect some or all of the AMHUs delivered under this contract and/or call orders, either at the contractor's facility or upon delivery, or both. The inspection will consist of a review of visible items at any time during the manufacturing process. FEMA will require inspection of all utility systems and appliances, after full power up of the AMHU at the contractor's facility, at the contractor's expense for First Article testing. If for any reason after First Article Testing, FEMA requires additional inspection of all utility systems and appliances, after full power up of the AMHU at the contractor's facility FEMA will request this test and FEMA will provide payment for the negotiated price as agreed between the contractor and FEMA.

Inspection at Delivery Location (Acceptance)- The contractor shall deliver units in Ready for Deployment (RFD) condition to a specified location. Acceptance into the FEMA inventory is not when the AMHU arrives at a FEMA locations, it is when the AMHU is accepted by FEMA as meeting the terms and conditions of the contract, the AMHU is given a FEMA bar code, and FEMA enters the AMHU into FEMA's property system of record. For inspections at the delivery location, the Manufactured Home Inspection Checklist (Attachment 3) will be used. FEMA reserves the right to modify the checklist as the agency determines necessary. Acceptance using the checklist does not remove the contractor's responsibility for latent defects or other warranty items. The contractor must provide FEMA with a copy of all shipping documents including but not limited to the Bill of Lading, and Manufacturer (MFG) shipment sheet. During the delivery process FEMA will inspect the manufactured homes based on the current version of the Manufactured Home Inspection Checklist. If deficiencies are found during the first (1st) inspection the contractor shall remove the unit from FEMA site to make necessary, repair(s). The contractor will be allotted one (1) business day from the time of notification to repair deficiencies and deliver the same Unit to FEMA (for the 2nd inspection) or FEMA may elect to reject the unit. If the manufactured home delivered for 2<sup>nd</sup> inspection fails, FEMA will reject the unit and require the contractor to provide a new unit with a different serial number at no cost to the

government. Rejected units will not be accepted into FEMA inventory.

### **Quality Control Plan**

The contractor shall have a Quality Control Plan (QCP) which describes in detail how the manufacturer will assure high quality in its building process while meeting the delivery schedule.

The plan shall also state how the contractor will verify that the homes are built to the 2018 Kentucky Residential Code, which adopted the International Residential Code (IRC 2015) and the terms and conditions of this contract. The plan shall describe the manufacturer's quality assurance program, and contain a chart of the organization showing, by position, all personnel accountable for quality assurance, a list of tests and test equipment required, a station-by-station description of the manufacturing process, a list of inspections required at each station, and a list by title of personnel in the manufacturer's organization to be held responsible for each inspection. This plan shall include the quality control processes relevant to any subcontractors or other partners, and how these partners will be managed and integrated into the overall quality control plan to ensure a comprehensive quality program to ensure the integrity of all manufacturing and quality processes.

Fifteen (15) days prior to production start the contractor shall submit an appropriate, completed and signed Quality Control Plan to the Contracting Officer.

FEMA Quality Assurance Plan - See FEMA AMHU Quality Assurance Surveillance Plan (Attachment 6)

### Changes to Contract Participation

#### **On Ramp**

The Government reserves the right to utilize an "On Ramp" concept to manage and maintain a sufficient number of contract awardees. Consistent with FAR 16.504(c)(1)(ii)(A), the Government has determined that at all times during the term of the AMHU contract, there remain an adequate number of AMHU contractors eligible to compete for delivery orders. Over time, the total number of AMHU contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, or other reasons. Recognizing this, the Government intends to periodically review the total number of AMHU contractors participating in the AMHU ordering process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the AMHU contract program. This is a discretionary, unilateral authority of the Government, and may be used at any time during the contract performance period. Any new contracts awarded will contain terms and conditions identical to those in this contract.

#### **Off Ramp**

If at any point during the 1-year period of performance a contractor decides that it no longer wishes to participate in the contract, then the contractor may submit the request to the Contracting Officer requesting termination of their contract. If the Contracting Officer accepts the contractor's request, the Contracting Officer will "ramp off" the contractor using FAR 49.109-4, No-Cost Settlement. This provision is independent of any other action permitted under the contract terms and conditions. If a "ramped off" contractor is currently under contract to perform under any call order, the contractor will be required to continue to perform under the terms of the specific call order.

## **B.11 AUTHORIZED REPRESENTATIVES**

### **FEMA Administrative Contracting Officer**

Yolanda F. Brown,  
Contracting Officer  
Cell: (470) 609-3852  
Email: yolanda.brown@fema.dhs.gov

### **Primary Contracting Officer Representative (COR)**

TBD

The Contracting Officer Representative (COR) is the government employee assigned to assist the Contracting Officer (CO) in ensuring contractor performance of services in accordance with the terms and conditions of this contract. The tasks of the COR include:

- Notifying the Contracting Officer (CO) as to the timeliness of performance by the vendor employees in accordance with the terms and conditions of this contract
- Performing random surveillance of the vendor employees while they are at the facility
- Ensuring compliance with contract requirements insofar as the locations and facilities to be serviced
- Advising the CO of nonperformance or unsatisfactory performance issues

The COR shall act as the onsite government representative but will not have the authority to direct the contractor or authorize any verbal or written changes to the terms and conditions of the contract. The Contracting Officer shall maintain this authority.

## **B.12 INVOICES**

a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the Contracting Officer Representative (COR) as the point of final inspection and acceptance. Itemized invoices shall be submitted and include the contractor's name, Blanket Purchase Agreement number, call order number, date of purchase, invoice amount, quantity and unit price of items, and date of delivery; to the address listed in Block 18(a). The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer Representative (COR) for review and signature. When the COR receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the COR will return the unsigned invoice to the BPA holder for correction. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the COR at least monthly or upon expiration of this BPA, whichever occurs first, for all services provided during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

c. Invoice approver and acceptor/inspector roles and instructions will also be designated in each BPA call.

## **B.13 PRECEDENCE**

The Terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## **SECTION E - 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS ADDENDUM**

### **E.1 INSTRUCTIONS TO OFFERORS FOR THE PREPARATION OF PROPOSALS**

The offeror submittals shall illustrate their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror's proposal against the evaluation criteria. Also, this documentation shall cover all aspects of this solicitation. Proposals must clearly demonstrate how the offeror intends to accomplish the project.

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably. Offerors are instructed to read the entire solicitation document, including all attachments, prior to submitting questions and/or preparing your offer. Omission of any information from the proposal submission requirements may result in rejection of the offer.

Offerors are expected to follow the detailed proposal preparation instructions fully and carefully. The Government will rely on the information provided by the Offerors to evaluate the proposals. It is therefore imperative that Offerors carefully follow the instructions set forth below and submit their proposals in the format and with the content specified below, providing all requested information.

Proposals that fail to provide information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer determines that a significant revision or addendum to the Offerors proposal would be required to permit further evaluation, and especially if the incompleteness of the proposal or errant formatting of the proposal appears to be due to a lack of diligence or competence of the Offerors.

The instructions provided have been specifically tailored to the evaluation factors to be applied during proposal evaluation. They are designed to ensure the submission of information essential to the understanding and comprehensive validation and evaluation of proposals. Clarity and completeness are of utmost importance to the proposal. The relevance and conciseness of the proposal is important.

Period for acceptance of offers: The proposal shall be valid for one hundred and eighty (180) calendar days from the proposal due date.

Proposal Format: Electronic submissions shall be formatted such that, if printed, paper size shall be 8 1/2 by 11-inch white paper with printing on one (1) side only, using Times New Roman or Arial type, 12-point font. No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers. Offerors shall ensure that the print is easily readable; no less than 8-point font on graphs and 10-point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. For the electronic copy of the proposal, each file shall be submitted in Adobe PDF format except for the AMHU Pricing Spreadsheet (Attachment 1). It is the sole responsibility of the Offerors to ensure that the electronic media submitted is virus-free and can be opened and read by the Government.

### **E.2 SOLICITATION APPROACH**

The government intends to conduct this evaluation using the following criteria:

Technical Proposal: Offerors are required to submit documentation and information that is readily available to Offerors who are in the business of producing housing units that are built in compliance with the 2018 Kentucky Residential Code, which adopted the International Residential Code (IRC 2015), for each specific County where an AMHU may be placed, based on the need and assessment of the community. Technical Proposal will involve the submission of written responses and documentation, in accordance with the requirements of Factor One (1), Design Package

Cost Proposal: Cost Proposal will consist of the submission and evaluation of Factor two (2), Past Performance and Factor

three (3), Price

Proposal Parts: Each factor is summarized below.

<b>Proposal Parts</b>
<b>Technical</b>
<b>Factor</b>
Factor One (1) – Design Package
<b>Cost</b>
<b>Factor</b>
Factor Two (2) - Past Performance
Factor Three (3) - Price

### **E.3 TECHNICAL PROPOSAL/ FACTOR ONE (1): DESIGNED PACKAGE**

The Government will evaluate the offeror’s methodology that not only satisfies, but also provides a creative approach and meets all the requirements set out in the Statement of Work to manage the project successfully. Offerors shall provide a design proposal that states delivery capabilities and adequately describe their plans/approach. Specifically, in the proposal, offerors must:

#### **Design Package Submission Requirements:**

- Demonstrate an understanding of the requirements described in the scope of the Statement of Work (SOW) through government/industry best-practices, repeatable methodologies, and identifying potential challenges and solutions.
- Describe how they will employ quality control and monitoring over the program and pertinent deliverables to meet stated requirements.
- Describe the project plan to execute the scope and implement the process to deliver and install AMHUs.
- Provide brief and concise methodology and approach to comply with the specifications of the Uniformed Federal Accessibility Standard and the Alternative Manufactured Housing Unit

### **E.4 COST - FACTOR THREE (3): PAST PERFORMANCE PROPOSAL SUBMISSION REQUIREMENTS**

A written past performance submission is required (See Attachment 8: Past Performance Questionnaire). The Offeror must provide up to five (5) relevant references (maximum three (3) pages for each reference, fifteen (15) total pages). Past Performance shall be recent, within the last three (3) years, and relevant to the requirements of this solicitation. Offerors without a past performance record, shall include a certified statement stating that recent and relevant past performance information does not exist. For the purpose of this requirement, “Past Performance” is defined as the Offeror’s performance (how well they performed) and completed contracts, projects, on active (to the extent completed) jobs, and endeavors. This includes the past performance of the prime Offeror and any proposed subcontractor for this effort. It is the responsibility of the Offeror to ensure the point-of-contact for each reference is available to be reached by phone during the days immediately following the past performance submission.

#### **E.5 COST - FACTOR FOUR (4): PRICE PROPOSAL SUBMISSION REQUIREMENTS**

Offerors shall submit a completed Attachment 1 - AMHU Pricing Spreadsheet. Alternative price proposals submittals will not be accepted, and price volumes failing to meet or comply with shall constitute the total firm-fixed price for that item. Offerors must use the AMHU Pricing Spreadsheet (Attachment 1). Estimated quantities are for evaluation purposes only. The unit price is fixed. Offerors shall not include FAR 52.217-8 Option to Extend Services six-month pricing in their price proposals. If FEMA exercises 52.217-8, existing pricing for the 6- month period of performance will be used.

#### **E.6 INSTRUCTIONS FOR CONTRACTOR ASSURANCE INFORMATION SUBMISSION**

By submitting this offer, the offeror certifies that, at the time of submission, they have adequate financial resources to perform the contract; they have the capability to comply with the required or proposed delivery or performance schedule; and otherwise meet or exceed the general standards required by FAR 9.104-1.

The offeror shall disclose any filings for bankruptcy, fines levied by governmental agencies, or legal proceeding against any participating organization, employees, corporate officer, or entity that might have a material effect on the proposer's ability to implement the proposed project, as required by FAR 52.209-5 or 52.212-3(h), Certification Regarding Responsibility Matters.

The offeror shall submit information supporting this certification to the CO at the time proposals are due. This submission will only be reviewed by the CO in making a determination of responsibility.

This information will not be reviewed as part of a technical evaluation and will not count against page limits for technical proposals. At a minimum, offerors shall include: 1) the offeror's delivery plans, including, but not limited to, any agreements and/or arrangements with suppliers, providing as much detail necessary to explain how the statement of work will be accomplished within this working relationship; 2) a description of the offeror's ability to adequately meet the financial demands of the requirement, including current relationships with lending and/or financial institutions or equity sources which have demonstrated interest in providing financing for the proposed project; and 3) at the offerors discretion, any additional information the offeror believes supports the above certification and will assist the CO in making the determination of responsibility for the offeror and its subcontractors.

#### **E.7 SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLAN**

(Applicable Only to All Other Than Small Business Offerors)

All Other Than Small Business Offerors shall provide an Acceptable Small Business Subcontracting Plan in compliance with, or exceeding, the DHS Small Business Subcontracting goals identified experience meeting subcontracting goals. For additional guidance regarding Subcontracting Plan Requirements refer to FAR 19.704.

Category	Subcontracting Goal
All Small Business	41.0%
Small Disadvantaged Business (SDB) (Includes 8(a) and SDB prime awards)	5.0%
Historically Underutilized Business Zone (HUBZone)	3.0%
Service Disabled Veteran Owned Small Business (SDVOSB)	3.0%
Women Owned Small Business (WOSB)	5.0%

#### **E.8 SUBMISSION OF PROPOSALS**

Proposals shall be delivered to FEMA electronically at the following email address: AMHU@fema.dhs.gov by March 2, 2023 at 2:00 pm Eastern Standard Time (EST).

Proposals sent to any other FEMA email address will NOT be received nor evaluated. Physical copies of proposals will not be accepted. The deadline for submission of the electronic copy of the proposal is firm. As the closing date and time draws near, heavy traffic on the web server may cause delays. Offerors are strongly encouraged to plan ahead and leave ample time to prepare and submit their proposals. The electronic copy of the proposal will constitute the official copy for timely receipt.

Hand Delivered Submissions: Hand delivered, mailed, commercial delivery service, delivery by courier and facsimile submissions, modifications, or withdrawals of proposals will NOT be accepted or evaluated. All proposals must be submitted electronically in accordance with the requirements of this solicitation.

Questions: Any questions regarding this solicitation must be submitted via email to AMHU@fema.dhs.gov no later than 1:00 pm EST on February 21, 2023. Emails sent to any other FEMA email address will NOT receive a response. The Offerors must include the company name and solicitation number in the subject line of the email. FEMA will not attribute any question(s) asked to the submitting Offeror(s). The Government recommends that the Offeror ensures that questions are written to enable a clear understanding as to the Offeror's issues or concerns with the referenced area of the solicitation. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries or comments for this purpose and will not receive a response from the Government. Answers to questions may be provided to all prospective Offerors, giving due regard to the proper protection of proprietary information. To receive responses to questions, Offerors shall cite, at a minimum, the section, paragraph, number, and page number in the format shown below. Further, Offerors are reminded that FEMA will not address hypothetical questions aimed toward receiving a potential "evaluation decision" from FEMA.

When submitting questions and comments, please refer to the specific text of the RFQ in the following format: Email "subject line" shall read: *RFP No.: 70FBR423R00000022 – Questions Submitted (Contractor Name)*

Questions shall be submitted using the Solicitation Comment and Question Matrix (Attachment 7).

If a question reflects a change in a solicitation document, that document may be updated directly; however, any other government response to a question is provided as a courtesy only and does not change or amend anything further.

FEMA will not attribute any question(s) asked to the submitting Offeror(s).

If amendments to the solicitation are issued, all Offerors must acknowledge the amendments by signing the accompanying Standard Form 30 and returning the signed Standard Form 30 for all amendments issued with the Offeror's proposal submission. Failure to acknowledge all amendments issued by the Government may result in the proposals submitted in response to the solicitation being found non-responsive by the Government.

#### **E.9 52.212-2 EVALUATION-COMMERCIAL ITEMS ADDENDUM**

Evaluation of Offers: The Government intends to award a contract to responsible Offerors whose proposals represent the best value to the Government. The basis for award will be a best value tradeoff analysis, considering all evaluation factors. Offerors are cautioned that the award may not necessarily be made to the lowest priced proposal. This acquisition uses the policies of FAR Part 12, Acquisition of Commercial Items, in conjunction with the portions of the policies and procedures of FAR Part 15, Contracting by Negotiation. The Government intends to evaluate proposals

and make award without discussions; therefore, the Offeror's initial proposal should contain the Offeror's best terms. After the separate receipt of Technical and Cost proposals, the Government will conduct an evaluation. However, during the evaluation process, the Government may, solely at its discretion, communicate with an Offeror for clarification purposes. At any time prior to selection, including upon receipt of proposals, the Government may exclude a proposal from further consideration for any material failure to follow instructions, including the omission of required information.

Although the Government intends to evaluate proposals and make award without discussions, the Government reserves the right to hold discussions. The Government considers Technical and Cost Proposals to be separate and distinct for the purpose of conducting discussions. If the Government determines that discussions are necessary under Phase II, the Government will establish a competitive range consisting of the offerors with the highest confidence rating and will conduct discussions. After the close of discussions, the Government will establish a common cut-off date for submission of proposal revisions.

The Government will evaluate Offeror's proposal submissions based on the following evaluation factors:

Technical:

Factor 1 – Design Package

Cost:

Factor 2 - Past Performance

Factor 3 – Price

All non-price evaluation factors, when combined, are significantly more important than Factor 3 – Price. All factors will be used in the tradeoff decision for contract award. Award will be made to the Offeror(s) whose proposal(s) are most advantageous to the Government based on an assessment of the evaluation factors.

*Technical – Factor 1: Design Package:* This evaluation is based on the Offeror's submission of all required documents and the Government's confidence based on the Offeror's submission that the Offeror can successfully provide Manufactured Homes that are compliant With the 2018 Kentucky Residential Code, which adopted the International Residential Code (IRC 2015) and Regulations as well as FEMA's requirements. The Government will use the below checklist to assist in evaluating Factor 1 – Design Package as well as the information contained in the documentation to determine the Offeror's Confidence rating for this factor.

Number	Question	Yes	No
1	Did the offeror demonstrate an understanding of the requirements described in the scope of the Statement of Work (SOW) through government/industry best-practices, repeatable methodologies, and identifying potential challenges and solutions.		
2	Did the offeror describe how they will employ quality control and monitoring over the program and pertinent deliverables to meet stated requirements		
3	Did the offeror describe how they plan to execute the scope and implement the process to deliver and install the AMHUs.		
4	Did the offeror provide brief and concise methodology and approach to comply with the specifications of the Uniformed Federal Accessibility Standard (UFAS) and the Alternative Manufactured Housing Unit		



*Cost – Factor 2 – Past Performance:* The Government will assess its confidence that the offeror can successfully perform the requirements of the solicitation based on the projects submitted in response to this factor, project Point of Contact reference input, and other past performance information available to the Government. The Government will not restrict its consideration to the information provided in the proposal and may consider any other available information available in the federal government’s Contractor Performance Assessment Reporting System (CPARS) and/or

*Cost – Factor 3: Price:* This contract will be a Firm-Fixed-Price contract. The Government will evaluate price reasonableness for the fixed price effort. Price analysis will be conducted in accordance with FAR 15.305(a)(1) and FAR 15.404-1(b) to ensure that a “fair and reasonable” price is paid by the Government. The Government will establish a “total evaluated price” based on a completed AMHU Pricing Spreadsheet (Attachment 1). It is anticipated that pricing and award of this acquisition will be based on adequate price competition. Completion of the price templates is necessary for a full evaluation of an Offeror’s proposal. The “total evaluated price” will be evaluated for price reasonableness through comparison with other proposed prices and may include other price analysis techniques. The price proposal will not be given a rating.

*Options:* The Government will not evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

*Rating Tables for Factors 1 & 2:* The Government will assess the level of confidence that the offering contractor will successfully perform all requirements in regard to the Plant Production Checklist, and Plant Production Checklist – Supplemental Information. The ratings will also be used to provide an overall technical rating for the proposal. The following table shows the ratings that will be used:

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

*Rating Tables for Past Performance - Factor 3:* The Government will assess the level of confidence that the offering contractor will successfully perform all requirements in regard to the past performance presented.

The following table shows the ratings that will be used for Factor 3:

Rating	Description
High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
Significant Confidence	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.

Unknown Confidence	No performance record is identifiable (see FAR15.305(a)(2)(iii) and (iv)).
Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

## **SECTION I—CLAUSES**

### **I.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERICAL ITEMS (OCT 2018)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;  
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;  
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;  
(vii) Name and address of official to whom payment is to be sent;  
(viii) Name, title, and phone number of person to notify in event of defective invoice; and  
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

(B) Affected contract number and delivery order number, if applicable;

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

(D) Contractor point of contact.

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

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on–

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The

specification.

(t)[Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**(End of clause)**

## **I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (Jan 2020)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

[Contracting Officer check as appropriate.]

\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

\_\_\_(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_(5)[Reserved].

\_\_X\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_(10)[Reserved].

\_\_\_(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

\_\_\_(ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- \_\_\_(ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_\_(13)[Reserved]
- \_\_\_(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).
  - \_\_\_(ii) Alternate I (Nov 2011).
  - \_\_\_(iii) Alternate II (Nov 2011).
- \_\_\_(15) (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.
- \_\_\_(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_(17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))
  - \_\_\_(ii) Alternate I (Nov 2016) of 52.219-9.
  - \_\_\_(iii) Alternate II (Nov 2016) of 52.219-9.
  - \_\_\_(iv) Alternate III (Nov 2016) of 52.219-9.
  - \_\_\_(v) Alternate IV (Aug 2018) of 52.219-9
- \_\_\_(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).
- \_\_\_(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657f).
- \_\_\_(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- \_X\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
  - \_\_\_(ii) Alternate I (Feb 1999) of 52.222-26.
- \_X\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - \_\_\_(ii) Alternate I (July 2014) of 52.222-35.
- \_X\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

\_\_\_(ii) Alternate I (July 2014) of 52.222-36.

\_X\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_\_\_(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (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.)

\_\_\_(35) (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.)

\_\_\_(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_(38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_(39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_(41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_\_(45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_(ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_(46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_(47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_(ii) Alternate I (May 2014) of 52.225-3.



\_\_\_(iii) Alternate II (May 2014) of 52.225-3.

\_\_\_(iv) Alternate III (May 2014) of 52.225-3.

\_\_\_(48) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

\_\_\_(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

\_X\_ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_(56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

\_\_\_(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

\_X\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_(60) (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.

\_\_\_(iii) Alternate II (Feb 2006) 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:

[Contracting Officer check as appropriate.]

\_\_\_(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May

2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 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.

**(End of clause)**

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within three (3) calendar days.

**(End of clause)**

**I.4 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.233-1	DISPUTES	MAY 2014

**I.5 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.

**(End of Clause)**

### **PART III– SECTION J**

#### **List of Documents, Exhibits, and Other Attachments**

Attachment Number	Title
<b>Attachment 1</b>	<b>AMHU Pricing Spreadsheet</b>
<b>Attachment 2</b>	<b>Statement of Work – Next Generation Manufactured Housing Unit</b>
<b>Attachment 3</b>	<b>Home Inspection Checklist (Receiving)</b>
<b>Attachment 4</b>	<b>Sample Invoice</b>
<b>Attachment 5</b>	<b>AMHU Quality Assurance Surveillance Plan</b>
<b>Attachment 6</b>	<b>Solicitation Comment and Question Matrix</b>
<b>Attachment 7</b>	<b>Past Performance Questionnaire</b>