

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. PAGE 1 OF 143

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER HSFE02-13-R-1106 6. SOLICITATION ISSUE DATE 01-26-2013

7. FOR SOLICITATION INFORMATION CALL: a. NAME SHARON EDWARDS b. TELEPHONE NO. (No Collect Calls) 202-704-4838 8. OFFER DUE DATE/LOCAL TIME 02-25-2013

9. ISSUED BY Department of Homeland Security FEMA Region II Attention: Contracting 26 Federal Plaza, Ste. 1337 New York NY 10278-0002 CODE 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 238990 HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$14 Million SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

5. DELIVER TO CODE 16. ADMINISTERED BY CODE US DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY DR-4086-NJ JFO 307 Middletown-Lincroft Road Lincroft, NJ 07738

7a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE FEMA Finance Center ATTN: Vendor Payments (DR-086-NJ) P.O. Box 9001 Winchester VA 22604

TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This Solicitation is issued to support the FEMA Joint Field Office (JFO) located in the state of New Jersey to meet the Individual Assistance (IA) Program requirement for the Maintenance and Deactivation of FEMA Temporary Housing Units (THUs) for FEMA's housing mission under DR-4086-NJ, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.</p> <ul style="list-style-type: none"> - The will be an Indefinite Delivery Indefinite Quantity (IDIQ)/Hybrid contract with FFP/CR Task orders. - See Section D for the Statement of Work and other documents supporting this requirement. - The quantities set forth in this requirement are estimates only and actual quantities may vary. - The Period of Performance (POP) for the services is from the Date of Award and will continue for 6 months with three (3) six (6) months option periods. POP for task orders may vary with each order. - This acquisition is a Total Small Business Set-Aside for vendors residing or primarily doing business in the disaster declared state of New Jersey as a result of Hurricane Sandy <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

5. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. 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) Sharon Edwards 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon Edwards Contracting Officer 31c. DATE SIGNED 1/29/13

Table of Contents

SECTION A	A-1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 IDENTIFICATION OF GOVERNMENT OFFICIALS	B-1
SECTION C - CONTRACT CLAUSES	C-1
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011).....	C-1
C.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	C-5
C.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)	C-7
C.4 52.216-1 TYPE OF CONTRACT (APR 1984).....	C-8
C.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)	C-8
C.6 52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2009).....	C-10
C.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	C-11
C.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	C-11
C.9 52.226-3 DISASTER OR EMERGENCY AREA REPRESENTATION (NOV 2007)	C-11
C.10 52.233-2 SERVICE OF PROTEST (SEP 2006).....	C-12
C.11 52.204-1 APPROVAL OF CONTRACT (DEC 1989).....	C-13
C.12 52.216-18 ORDERING (OCT 1995).....	C-13
C.13 52.216-19 ORDER LIMITATIONS (OCT 1995).....	C-13
C.14 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	C-14
C.15 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	C-14
C.16 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	C-14
C.17 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	C-14
C.18 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS	C-16
C.19 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003).....	C-18
C.20 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	C-19
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-1
SECTION E - SOLICITATION PROVISIONS	E-1
ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS.....	E-1
E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)	E-1
E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)	E-4
E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAY 2011)	E-5

SECTION B - CONTINUATION BLOCK

See attached document ATTACHMENT B.1 - PRICE-COST SCHEDULE.

See attached document ATTACHMENT B.1-1 -EMERGENCY MAINTENACE - WAGE AND MARTERIALS COST SCHEDULE.

B.1 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: SHARON EDWARDS

Phone: 202-704-4838

Fax:

Technical Point of Contact hereby delegated authority to accept goods and services and review and approve invoices for this contract:

Name: THERESA SCHAUWEKER

Phone: 225-892-4193

Fax:

Alternate Technical Point of Contact hereby delegated authority to accept goods and services and review and approve invoices for this contract:

Name:

Phone:

Fax:

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)**

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

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

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

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

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

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

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

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

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

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

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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

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

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

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

(10) [Reserved]

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

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

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

- (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

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

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

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

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

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

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

See www.wdol.gov/Index.aspx.

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

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

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

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

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

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

(d) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

C.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

C.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

C.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

C.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 238990.

(2) The small business size standard is \$14 Million.

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

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

C.6 52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the

United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.	Country Of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

C.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

C.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

C.9 52.226-3 DISASTER OR EMERGENCY AREA REPRESENTATION (NOV 2007)

(a) Set-aside area. The area covered in this contract is: All counties in the state of New Jersey .

(b) Representations. The offeror represents that it [] does [] does not reside or primarily do business in the set-aside area.

(c) An offeror is considered to be residing or primarily doing business in the set-aside area if, during the last twelve months--

(1) The offeror had its main operating office in the area; and

(2) That office generated at least half of the offeror's gross revenues and employed at least half of the offeror's permanent employees.

(d) If the offeror does not meet the criteria in paragraph (c) of this provision, factors to be considered in determining whether an offeror resides or primarily does business in the set-aside area include--

(1) Physical location(s) of the offeror's permanent office(s) and date any office in the set-aside area(s) was established;

(2) Current state licenses;

(3) Record of past work in the set-aside area(s) (e.g., how much and for how long);

(4) Contractual history the offeror has had with subcontractors and/or suppliers in the set-aside area;

(5) Percentage of the offeror's gross revenues attributable to work performed in the set-aside area;

(6) Number of permanent employees the offeror employs in the set-aside area;

(7) Membership in local and state organizations in the set-aside area; and

(8) Other evidence that establishes the offeror resides or primarily does business in the set-aside area. For example, sole proprietorships may submit utility bills and bank statements.

(e) If the offeror represents it resides or primarily does business in the set-aside area, the offeror shall furnish documentation to support its representation if requested by the Contracting Officer. The solicitation may require the offeror to submit with its offer documentation to support the representation.

C.10 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Sharon Edwards

sharon.edwards3@fema.dhs.gov, OR

Hand-Carried Address:

DHS/FEMA
REGION II
ATTN: CONTRACTING OFFICER
DISASTER: DR-4086-NJ
NEW YORK NY 10287

Mailing Address:

DHS/FEMA

REGION II
ATTN: CONTRACTING OFFICER
DISASTER: DR-4086-NJ
NEW YORK NY 10287

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

C.11 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of FEMA Warranted CO and shall not be binding until so approved.

C.12 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 2 years from date of award.

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

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

C.13 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$3,000,000.00;

(2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.14 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 8, 2015.

C.15 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 60 Days.

C.16 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

C.17 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	JUN 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	OCT 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.246-20	WARRANTY OF SERVICES	MAY 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB 1997
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001
52.247-34	F.O.B. DESTINATION	NOV 1991
52.242-15	STOP-WORK ORDER	AUG 1989
52.249-14	EXCUSABLE DELAYS	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996

52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
3052.225-70	REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES	AUG 2009
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	DEC 2003
3052.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES -- APPLICABLE LICENSES AND PERMITS	JUN 2006

C.18 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

A. Preface

Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns raised by an interested party. FEMA offers, as an option for dispute resolution, Alternative Dispute Resolution (ADR). ADR is an informal, expeditious and inexpensive way to resolve contract issues and is designed to promote satisfying solutions and fair procedures. For more information on FEMA's ADR services, please contact FEMA's ADR office at the following address:

Federal Emergency Management Agency
 FEMA ADR Office
 Office of Alternative Dispute Resolution
 FEMA ADR Office
 Washington, DC 20472

If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency.

These procedures have been designed to create an avenue for resolving third party grievances in connection with the acquisition process outside of formal processes through the Government Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the agency protest.

Pursuing an agency protest does not extend the time for obtaining a stay at GAO.

These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

B. Definitions.

(1) "Agency protest," as used in this SOP, is one that may be filed with either the Contracting Officer or the officer responsible for the resolution of all agency protests filed at the level above the Contracting Officer.

(2) "Ombudsman," as used in this SOP, is the agency official above the level of the Contracting Officer designated by the Director of the Acquisition Management Division to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the Ombudsman.

(3) "Day," as used in this SOP, is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

C. Submission Guidelines.

(1) Agency protests may be filed through the Contracting Officer or, at the level above the Contracting Officer, through the Ombudsman either by FAX transmission or by "Certified Mail" (Return Receipt Requested) as follows:

a. Protests filed through the Contracting Officer or the Ombudsman must be mailed or faxed to:

Sharon Edwards,
DHS/FEMA
REGION II
ATTN: CONTRACTING OFFICER
DISASTER: DR-4086-NJ
NEW YORK, NY 10287

-OR-

OCPO
Attn: Anthony Martoccia

395 E Street SE
Washington, DC 20003

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

c. If the protester submits the protest directly through the Ombudsman, the protester must also, within one (1) day of submitting the protest to the Ombudsman, submit a copy of the protest to the responsible Contracting Officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).

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

(3) Protest submissions will not be considered filed until all of the following information is provided:

a. the protester's name, address, telephone number and fax number;

b. the solicitation or contract number;

c. a detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;

d. copies of relevant documents;

e. a request for ruling by the agency;

f. a statement detailing the form of relief requested;

g. all information establishing that the protester is an interested party for the purposes of filing a protest; and

h. all information establishing the timeliness of the protest.

(4) All protests must be signed by an authorized representative of the protester, and must be addressed to the Contracting Officer or the Ombudsman.

D. Timeliness/Resolution of Protests.

(1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

(2) Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.

(3) Protests filed through the Contracting Officer.

a. Within twenty (20) days after the protest is filed through the Contracting Officer, the Contracting Officer will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)".

b. Appeals

i. Protesters who filed protests through the Contracting Officer may, within five (5) days of receipt of the Contracting Officer's written ruling, appeal to the Ombudsman.

ii. Requests for Appellate Review must be submitted to the Ombudsman by FAX transmission or by "Certified Mail" (Return Receipt Requested).

iii. The Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within ten (10) days of receipt of the request for appellate review of the Contracting Officer's decision.

iv. In accordance with FAR 33.103(d)(4) and 4 C.F.R 21.2(a)(3), if there is an agency appellate review of the Contracting Officer's decision on the protest, it will not extend GAO'S timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within ten (10) days of knowledge of initial adverse agency action.

(4) Protests filed through the Ombudsman:

a. If the protester protests directly through the Ombudsman, the Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within thirty-five (35) days after the protest was filed.

b. Protests filed directly through the Ombudsman cannot be appealed within the agency.

E. Dismissal of Protests.

The agency may dismiss protests when protesters file protests through the GAO or CFC while their protests are pending at the agency level; and for failure to comply with any of the requirements of these agency protest procedures. For example, the agency may dismiss protests that are procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly state legally sufficient grounds of protest).

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

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

C.20 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.207-2	NOTICE OF STREAMLINED COMPETITION	MAY 2006
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION	FEB 2007
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--CERTIFICATION	SEP 2010
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document ATTACHMENT D.1 - STATEMENT OF WORK_02.

See attached document ATTACHMENT D.2 - INSPECTION AND ACCEPTANCE - QASP_02.

See attached document ATTACHMENT D.3 - GLOSSARY AND TERMS_02.

SECTION E - SOLICITATION PROVISIONS

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and

Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Attachment E.2 for Evaluation Factors and Evaluation Methodology

Technical and past performance, when combined, are .

(b) Options. The Government will 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).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS
(MAY 2011)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs N/A.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:_____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:_____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the

taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror does does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
 Name _____.
 TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Addendum to 52.212-1)

See attached document ATTACHMENT E.1 - SUBMISSION REQUIREMENTS AND ADDITIONAL INSTRUCTIONS.
DOCX_02.

See attached document ATTACHMENT E.2 - EVALUATION FACTORS_02.

See attached document ATTACHMENT E.3 - CONTRACT ADMIN DATA_02.

See attached document ATTACHMENT E.4 - PAST PERFORMANCE QUESTIONNAIRE_02.

Attachment B.1 – Price/Cost Schedule

Solicitation: HSFE02-13-R-1106

Base Period = 6 months							
CLIN	Description	SOW page	Est. Qty	Unit	Unit Price	CLIN Type	Total
0001	THU Contractor Acceptance-Transition inspection will coincide with the first monthly PMI	21	100	Each		FFP	
0002	Monthly MAINTENANCE & Routine Maintenance - All parts, equipment, supplies, and labor to maintain the assigned THUs.	22	100	Per Unit Per Month		FFP	
0003	Emergency Maintenance /Emergency Repairs (Includes Major Repairs). Must be pre-approved by the COR -items over \$250.00 are Major Material Items-MMI)	26	100	TBD per work order		T&M/LH	
0004	THU Deactivation	30	100	Each		FFP	
0005	THU Emergency Deactivation	35	10	Each		FFP	
0006	Long Haul (Ground Mileage for transport of THU price per mile greater than 150 miles)	35	100	Mile		FFP	
0007	Miscellaneous site preparation expenses over and above the basic installation rate. All work orders under this CLIN must be pre-approved by the COR in writing-items over \$3,000 require CO approval	36		TBD per work order		NTE/FFP	
0008	HAULING & INSTALLATION - All parts, equipment, supplies, stairs , skirting, meter pole and labor to haul and install the assigned Mobile Homes.	36	15	Each		FFP	
0009	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
0010	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
0011	Hard/Heavy Tow-This CLIN will be used when directed by the COR. It is a firm fixed price CLIN. The necessity for heavy equipment is at the discretion of the FEMA COR.	41	10	Each		FFP	
0012	Maintenance Hotline-Call Center-The Contractor(s) shall provide applicants with a single method of contact to report maintenance and deactivation issues to the Contractor. The Contractor shall set up a call center with a live person, not a recording. (24/7)	42	12	Monthly		FFP	
0013	“Refurbishment” means restoration of the unit to a “like new” condition, with the exception of reasonable wear and tear	43	5	Each			
0014	Clean and Make Ready (THU) for a New Applicant	43	30	Each		FFP	
0015	Install Platform steps	45	5	Each		FFP	
0016	THU UFAS Ramp (up to 30 feet)	46	5	Each		FFP	
0017	Additional Ramp (more than 30 feet)	47	100	Linear Foot		FFP	
0018	Lawn Services (mow/weed around THU as directed)	47	100	Each		FFP	
0019	Clear UFAS ramps of Snow and Ice (as directed)	47	150	Each		FFP	
0020	Additional Utility Extension of Sewer-above ground	47	200	Linear Foot		FFP	
0021	Additional Utility Extension of Sewer-buried	47	200	Linear Foot		NTE/FFP	
0022	Additional Utility Extension of Water	47	200	Linear Foot		FFP	
0023	Additional Utility Extension for Electrical	47	300	Linear Foot		FFP	
0024	Additional Excavation. Additional excavation beyond 48 inches must be pre-approved by the contracting officer or COR (if such authority is delegated to the COR in writing).	47	100	Cubic Yard		FFP	
	Total						

Attachment B.1 – Price/Cost Schedule

Solicitation: HSFE02-13-R-1106

1st Option Period = 6 months							
CLIN	Description	SOW page	Est. Qty	Unit	Unit Price	CLIN Type	Total
1001	THU Contractor Acceptance-Transition inspection will coincide with the first monthly PMI	21	100	Each		FFP	
1002	Monthly MAINTENANCE & Routine Maintenance - All parts, equipment, supplies, and labor to maintain the assigned THUs.	22	100	Per Unit Per Month		FFP	
1003	Emergency Maintenance /Emergency Repairs (Includes Major Repairs). Must be pre-approved by the COR -items over \$250.00 are Major Material Items-MMI	26	100	TBD per work order		T&M/LH	
1004	THU Deactivation	30	100	Each		FFP	
1005	THU Emergency Deactivation	35	10	Each		FFP	
1006	Long Hall (Ground Mileage for transport of THU price per mile greater than 150 miles)	35	100	Mile		FFP	
1007	Miscellaneous site preparation expenses over and above the basic installation rate. All work orders under this CLIN must be pre-approved by the COR in writing-items over \$3,000 require CO approval	36		TBD per work order		NTE/FFP	
1008	HAULING & INSTALLATION - All parts, equipment, supplies, stairs , skirting, meter pole and labor to haul and install the assigned Mobile Homes.	36	15	Each		FFP	
1009	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
1010	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
1011	Hard/Heavy Tow-This CLIN will be used when directed by the COR. It is a firm fixed price CLIN. The necessity for heavy equipment is at the discretion of the FEMA COR.	41	10	Each		FFP	
1012	Maintenance Hotline-Call Center-The Contractor(s) shall provide applicants with a single method of contact to report maintenance and deactivation issues to the Contractor. The Contractor shall set up a call center with a live person, not a recording. (24/7)	42	12	Monthly		FFP	
1013	“Refurbishment” means restoration of the unit to a “like new” condition, with the exception of reasonable wear and tear	43	5	Each			
1014	Clean and Make Ready (THU) for a New Applicant	43	30	Each		FFP	
1015	Install Platform steps	45	5	Each		FFP	
1016	THU UFAS Ramp (up to 30 feet)	46	5	Each		FFP	
1017	Additional Ramp (more than 30 feet)	47	100	Linear Foot		FFP	
1018	Lawn Services (mow/weed around THU as directed)	47	100	Each		FFP	
1019	Clear UFAS ramps of Snow and Ice (as directed)	47	150	Each		FFP	
1020	Additional Utility Extension of Sewer-above ground	47	200	Linear Foot		FFP	
1021	Additional Utility Extension of Sewer-buried	47	200	Linear Foot		NTE/FFP	
1022	Additional Utility Extension of Water	47	200	Linear Foot		FFP	
1023	Additional Utility Extension for Electrical	47	300	Linear Foot		FFP	
1024	Additional Excavation. Additional excavation beyond 48 inches must be pre-approved by the contracting officer or COR (if such authority is delegated to the COR in writing).	47	100	Cubic Yard		FFP	
	Total						

Attachment B.1 – Price/Cost Schedule

Solicitation: HSFE02-13-R-1106

2nd Option Period = 6 months							
CLIN	Description	SOW page	Est. Qty	Unit	Unit Price	CLIN Type	Total
2001	THU Contractor Acceptance-Transition inspection will coincide with the first monthly PMI	21	100	Each		FFP	
2002	Monthly MAINTENANCE & Routine Maintenance - All parts, equipment, supplies, and labor to maintain the assigned THUs.	22	100	Per Unit Per Month		FFP	
2003	Emergency Maintenance /Emergency Repairs (Includes Major Repairs). Must be pre-approved by the COR -items over \$250.00 are Major Material Items-MMI)	26	100	TBD per work order		T&M/LH	
2004	THU Deactivation	30	100	Each		FFP	
2005	THU Emergency Deactivation	35	10	Each		FFP	
2006	Long Hall (Ground Mileage for transport of THU price per mile greater than 150 miles)	35	100	Mile		FFP	
2007	Miscellaneous site preparation expenses over and above the basic installation rate. All work orders under this CLIN must be pre-approved by the COR in writing-items over \$3,000 require CO approval	36		TBD per work order		T&M/LH	
2008	HAULING & INSTALLATION - All parts, equipment, supplies, stairs , skirting, meter pole and labor to haul and install the assigned Mobile Homes.	36	15	Each		FFP	
2009	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
2010	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
2011	Hard/Heavy Tow-This CLIN will be used when directed by the COR. It is a firm fixed price CLIN. The necessity for heavy equipment is at the discretion of the FEMA COR.	41	10	Each		FFP	
2012	Maintenance Hotline-Call Center-The Contractor(s) shall provide applicants with a single method of contact to report maintenance and deactivation issues to the Contractor. The Contractor shall set up a call center with a live person, not a recording. (24/7)	42	12	Monthly		FFP	
2013	“Refurbishment” means restoration of the unit to a “like new” condition, with the exception of reasonable wear and tear	43	5	Each			
2014	Clean and Make Ready (THU) for a New Applicant	43	30	Each		FFP	
2015	Install Platform steps	45	5	Each		FFP	
2016	THU UFAS Ramp (up to 30 feet)	46	5	Each		FFP	
2017	Additional Ramp (more than 30 feet)	47	100	Linear Foot		FFP	
2018	Lawn Services (mow/weed around THU as directed)	47	100	Each		FFP	
2019	Clear UFAS ramps of Snow and Ice (as directed)	47	150	Each		FFP	
2020	Additional Utility Extension of Sewer-above ground	47	200	Linear Foot		FFP	
2021	Additional Utility Extension of Sewer-buried	47	200	Linear Foot		NTE/FFP	
2022	Additional Utility Extension of Water	47	200	Linear Foot		FFP	
2023	Additional Utility Extension for Electrical	47	300	Linear Foot		FFP	
2024	Additional Excavation. Additional excavation beyond 48 inches must be pre-approved by the contracting officer or COR (if such authority is delegated to the COR in writing).	47	100	Cubic Yard		FFP	
	Total						

Attachment B.1 – Price/Cost Schedule

Solicitation: HSFE02-13-R-1106

3rd Option Period = 6 months							
CLIN	Description	SOW page	Est. Qty	Unit	Unit Price	CLIN Type	Total
3001	THU Contractor Acceptance-Transition inspection will coincide with the first monthly PMI	21	100	Each		FFP	
3002	Monthly MAINTENANCE & Routine Maintenance - All parts, equipment, supplies, and labor to maintain the assigned THUs.	22	100	Per Unit Per Month		FFP	
3003	Emergency Maintenance /Emergency Repairs (Includes Major Repairs). Must be pre-approved by the COR -items over \$250.00 are Major Material Items-MMI)	26	100	TBD per work order		T&M/LH	
3004	THU Deactivation	30	100	Each		FFP	
3005	THU Emergency Deactivation	35	10	Each		FFP	
3006	Long Hall (Ground Mileage for transport of THU price per mile greater than 150 miles)	35	100	Mile		FFP	
3007	Miscellaneous site preparation expenses over and above the basic installation rate. All work orders under this CLIN must be pre-approved by the COR in writing-items over \$3,000 require CO approval	36	100	TBD per work order		T&M/LH	
3008	HAULING & INSTALLATION - All parts, equipment, supplies, stairs , skirting, meter pole and labor to haul and install the assigned Mobile Homes.	36	15	Each		FFP	
3009	REPOSITION - All parts, equipment, supplies, and labor to reposition the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
3010	RELOCATION - All parts, equipment, supplies, and labor to relocate the assigned Mobile Homes/Park Models.	41	5	Each		FFP	
3011	Hard/Heavy Tow-This CLIN will be used when directed by the COR. It is a firm fixed price CLIN. The necessity for heavy equipment is at the discretion of the FEMA COR.	41	10	Each		FFP	
3012	Maintenance Hotline-Call Center-The Contractor(s) shall provide applicants with a single method of contact to report maintenance and deactivation issues to the Contractor. The Contractor shall set up a call center with a live person, not a recording. (24/7)	42	12	Monthly		FFP	
3013	“Refurbishment” means restoration of the unit to a “like new” condition, with the exception of reasonable wear and tear	43	5	Each			
3014	Clean and Make Ready (THU) for a New Applicant	43	30	Each		FFP	
3015	Install Platform steps	45	5	Each		FFP	
3016	THU UFAS Ramp (up to 30 feet)	46	5	Each		FFP	
3017	Additional Ramp (more than 30 feet)	47	100	Linear Foot		FFP	
3018	Lawn Services (mow/weed around THU as directed)	47	100	Each		FFP	
3019	Clear UFAS ramps of Snow and Ice (as directed)	47	150	Each		FFP	
3020	Additional Utility Extension of Sewer-above ground	47	200	Linear Foot		FFP	
3021	Additional Utility Extension of Sewer-buried	47	200	Linear Foot		NTE/FFP	
3022	Additional Utility Extension of Water	47	200	Linear Foot		FFP	
3023	Additional Utility Extension for Electrical	47	300	Linear Foot		FFP	
3024	Additional Excavation. Additional excavation beyond 48 inches must be pre-approved by the contracting officer or COR (if such authority is delegated to the COR in writing).	47	100	Cubic Yard		FFP	
Total							

Attachment B.1-1 – Price/Cost Schedule (Emergency Maintenance – CLIN 0003)

Solicitation: HSFE02-13-R-1106

Base Period					
HSFE02-13-R-1106 EMERGENCY MAINTENANCE (CLIN 0003)					
B.1-1 PRICE/COST SCHEDULE - LABOR AND MATERIALS					
Labor Category	Hourly Rate	Overhead	G&A	Profit	Loaded Hourly Rate
Electrician					
Electrician Helper					
General Maintenance Helper (Laborer)					
HVAC Technician					
HVAC Helper					
Plumber					
Plumber Helper					
Carpenter					
Carpenter Helper					
Arborist (Tree Trimmer/Pruner)					
Welder					
Welder Helper					
Roofer					
					Total
Wage rates not provided on this schedule will be negotiated before submission of Contractor's monthly invoice. The basis for all wage rates will be the Department of Labor Wage Determination for the specific counties where the work was performed.					
Materials Handling Rate					

Attachment B.1-1 – Price/Cost Schedule (Emergency Maintenance – CLIN 0003)

Solicitation: HSFE02-13-R-1106

1st Option Period					
HSFE02-13-R-1106					
B.1-1 PRICE/COST SCHEDULE - LABOR AND MATERIALS					
Labor Category	Hourly Rate	Overhead	G&A	Profit	Loaded Hourly Rate
Electrician					
Electrician Helper					
General Maintenance Helper (Laborer)					
HVAC Technician					
HVAC Helper					
Plumber					
Plumber Helper					
Carpenter					
Carpenter Helper					
Arborist (Tree Trimmer/Pruner)					
Welder					
Welder Helper					
Roofer					
					Total
Wage rates not provided on this schedule will be negotiated before submission of Contractor's monthly invoice. The basis for all wage rates will be the Department of Labor Wage Determination for the specific counties where the work was performed.					
Materials Handling Rate					

Attachment B.1-1 – Price/Cost Schedule (Emergency Maintenance – CLIN 0003)

Solicitation: HSFE02-13-R-1106

2nd Option Period					
HSFE02-13-R-1106					
B.1-1 PRICE/COST SCHEDULE - LABOR AND MATERIALS					
Labor Category	Hourly Rate	Overhead	G&A	Profit	Loaded Hourly Rate
Electrician					
Electrician Helper					
General Maintenance Helper (Laborer)					
HVAC Technician					
HVAC Helper					
Plumber					
Plumber Helper					
Carpenter					
Carpenter Helper					
Arborist (Tree Trimmer/Pruner)					
Welder					
Welder Helper					
Roofer					
					Total
<p>Wage rates not provided on this schedule will be negotiated before submission of Contractor's monthly invoice. The basis for all wage rates will be the Department of Labor Wage Determination for the specific counties where the work was performed.</p>					
Materials Handling Rate					

Attachment B.1-1 – Price/Cost Schedule (Emergency Maintenance – CLIN 0003)

Solicitation: HSFE02-13-R-1106

3rd Option Period					
HSFE02-13-R-1106					
B.1-1 PRICE/COST SCHEDULE - LABOR AND MATERIALS					
Labor Category	Hourly Rate	Overhead	G&A	Profit	Loaded Hourly Rate
Electrician					
Electrician Helper					
General Maintenance Helper (Laborer)					
HVAC Technician					
HVAC Helper					
Plumber					
Plumber Helper					
Carpenter					
Carpenter Helper					
Arborist (Tree Trimmer/Pruner)					
Welder					
Welder Helper					
Roofer					
					Total
Wage rates not provided on this schedule will be negotiated before submission of Contractor's monthly invoice. The basis for all wage rates will be the Department of Labor Wage Determination for the specific counties where the work was performed.					
Materials Handling Rate					

Statement of Work

**MAINTENANCE AND DEACTIVATION OF MOBILE HOME UNITS AT
COMMUNITY AND COMMERCIAL SITES
DR 4086-New Jersey**

January 2013

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

Table of Contents

<u><i>Subject/Title</i></u>	<u><i>Pages</i></u>
1. Project Title.....	1
2. Background.....	3
3. GENERAL INFORMATION.....	5
4. GENERAL SCOPE.....	7
5. APPLICABLE DOCUMENTS.....	8
6. SUMMARY OF REQUIREMENTS.....	8
7. INSPECTION OF SERVICES CLAUSE.....	14
8. QUALIFICATIONS AND RESPONSIBILITIES.....	14
9. RECORDS AND REPORTS.....	18
10. DETAILED DESCRIPTION OF CLINS.....	21
CLIN 0001 – TRANSITION OF UNITS / PHASE-IN.....	21
CLIN 0002 – PREVENTIVE MAINTENANCE INSPECTION(PMI) / ROUTINE MAINTENANCE.....	22
CLIN 0003 – EMERGENCY MAINTENANCE.....	26
CLIN 0004 – ROUTINE DEACTIVATION.....	30
CLIN 0005 – EMERGENCY DEACTIVATION.....	35
CLIN 0006 – TRANSPORTATION MILEAGE OVER 150 MILES.....	35
CLIN 0007 – MISCELLANEOUS (MAJOR REPAIRS/REPLACEMENTS).....	36
CLIN 0008 – HAUL AND INSTALL.....	36
CLIN 0009 – REPOSITION.....	41
CLIN 0010 – RELOCATION.....	41
CLIN 0011 – HARD TOW.....	41
CLIN 0012 – MAINTENANCE CALL CENTER.....	42
CLIN 0013 – UNIT REFURBISHMENT	43
CLIN 0014 - CLEAN AND MAKE READY.....	43
CLIN 0015 – INSTALL PLATFORM STEPS.....	45
CLIN 0016 – INSTALL UFAS COMPLIANT PLATFORM AND RAMP UP TO/AT 30’.....	46
CLIN 0017 – INSTALL UFAS COMPLIANT PLATFORM AND RAMP OVER (EACH FT OVER 30’).....	47
CLIN 0018 – LAWN UPKEEP-THU PAD SITE.....;	47
CLIN 0019 - SNOW/ICE REMOVAL OF UFAS RAMP/PLATFORM STEPS.....	47
CLIN 0020 - ADDITIONAL UTILITY EXTENSION OF SEWER-ABOVE GROUND.....	47
CLIN 0021 - ADDITIONAL UTILITY EXTENSION OF SEWER-BURIED.....	47
CLIN 0022 – ADDITIONAL UTILITY EXTENSION OF WATER.....	47
CLIN 0023 – ADDITIONAL UTILITY EXTENSION FOR ELECTRICAL.....	47
CLIN 0024 – ADDITIONAL EXCAVATION BEYOND 48 INCHES.....	47
11. WARRANTY OF WORK.....	47
12. WORK ORDER ISSUANCE.....	47
13. MISCELLANEOUS INFORMATION/INSTRUCTIONS.....	48
14. DELIVERABLES.....	48
15. QUALITY CONTROL PLAN.....	50

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

Statement of Work
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
January 2013
DR 4086 – New Jersey Maintenance and Deactivation Contract

1. **PROJECT TITLE:** DR-4086-NJ – New Jersey Maintenance and Deactivation of FEMA THU's

2. **BACKGROUND:** The Haul, Staging, Install, Maintenance, and Deactivation contractor will provide support for all types of hazards (man-made or natural), including floods, tornadoes, hurricanes, typhoons, earthquakes, tsunamis, and “incidents of national significance” as defined or indicated by FEMA and associated with a Presidential Disaster Declaration. Support may include any, or all, of the following services:
 - a) **Haul.** As requested, the Contractor will haul Temporary Housing Units (THUs). This may include transportation from long-term storage to the forward staging area, transportation from long-term storage to the installation address, transportation from the forward staging area to the installation address, transportation between installation addresses, and transportation from the installation address to the forward staging area or back to long-term storage. As part of these services, the Contractor will obtain all necessary licenses and permits.
 - b) **Staging.** As requested, the Contractor will provide staging area services, including receiving THUs, maintaining units, and transferring units when they are ready to be installed.
 - c) **Install.** As requested, the Contractor will provide installation services for THUs. This may include installations on private sites (i.e. a disaster displaced household's property) or on commercial sites (i.e. existing trailer parks or extensions to existing trailer parks). Installation includes obtaining all permits that may be required.
 - d) **Maintenance.** As requested, the Contractor will provide maintenance for THUs for the duration of the period of performance. This includes preventative maintenance, routine maintenance, and emergency maintenance on plumbing systems, electrical systems, heating and cooling systems, interior and exterior components, and stairs and ramps.
 - e) **Deactivation.** As requested, the Contractor will deactivate THUs from their installation locations, which may include private sites, commercial sites, and group sites. The Contractor will acquire any appropriate permits, and transfer the unit back to the Government.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- f) The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended, makes provisions for FEMA to provide disaster assistance to individuals and households for emergencies, major disasters, and Incidents of National Significance.
- a. **Severe flooding occurred in certain geographical regions of New Jersey- from Hurricane Sandy beginning on October 26, 2012.**
 - b. This Performance Work Statement (PWS) facilitates the implementation of the Individual Assistance (IA) program by providing continuous Maintenance and Deactivation of remaining Temporary Housing Units (THUs) and other possible contingencies.
 - c. Specific maintenance and deactivations will be invoiced according to Task Order.
 - d. NUMBER: **up to 125** Manufactured (Mobile) Home units remain in support of DR 4086 NJ as of January 15, 2013. These units are located in Commercial site locations. These numbers will decline over time as units deactivate
- g) In compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5150), this contract will be a local area set aside, which provides a preference for local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities. Additionally, this will be a small business set aside.

To be eligible for a contract award under the Robert T. Stafford Relief and Emergency Assistance Act, the following conditions must be certified by all small business vendors submitting a proposal. An offeror is considered to be residing or primarily doing business in the set-aside area if, during the last twelve months:

- (1) The offeror had its main operating office in the designated areas; and**
- (2) That office generated at least half of the offeror' s gross revenues and employed at least half of the offeror' s permanent employees.**

If the offeror does not meet this criterion, factors to be considered in determining whether an offeror resides or primarily does business in the set-aside area include:

- (1) Physical location(s) of the offeror' s permanent office(s) and date any office in the set-aside area(s) was established;
- (2) Current state licenses;

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- (3) Record of past work in the set-aside area(s) (e.g., how much and for how long);
- (4) Contractual history the offeror has had with subcontractors and/or suppliers in the set-aside area;
- (5) Percentage of the offeror's gross revenues attributable to work performed in the set-aside area;
- (6) Number of permanent employees the offeror employs in the set-aside area;
- (7) Membership in local and state organizations in the set-aside area; and
- (8) Other evidence that establishes the offeror resides or primarily does business in the set-aside area. For example, sole proprietorships may submit utility bills and bank statements.

If the offeror represents it resides or primarily does business in the set-aside area, the offeror shall furnish documentation to support its representation if requested by the Contracting Officer. The solicitation may require the offeror to submit with its offer documentation to support the representation.

3. **GENERAL INFORMATION:** This specification establishes the minimum requirements for disaster area maintenance of FEMA THUs.

- a. **FEMA will:**

1. Provide occupant information to the contractor through the COR.
2. Provide information on which units are assigned to the contractor, the units reassigned to another contractor, the units that need to be deactivated, the units that require refurbishment, cleaning and staging maintenance. This information will come from the COR.
3. Provide orientation to the tenants and explain the rules and regulations regarding use of the units.
4. Be responsible for vandalism, domestic problems, disruptive tenants, and tenants refusing service at each site

- b. **The contractor shall at a minimum:**

1. Provide maintenance services of units assigned by FEMA. This maintenance services contract includes performing monthly preventative maintenance inspections, responding to routine and emergency maintenance calls, making repairs, and providing pest control services as required for units assigned to the contractor and/or identified by FEMA.
2. **Maintain records:** The contractor shall maintain records pertaining to tasks assigned to include monthly preventative maintenance inspection, and routine and emergency maintenance in a database or system compatible with Microsoft Access or Excel. The contractor needs to be prepared to provide detailed reports and summaries which shall address daily, monthly, and cumulative information as well as County, zip codes, unit type, unit site, preventative, routine, emergency, maintenance and deactivation. The contractor shall be able to provide reports for the types of calls, and response times and individual and cumulative unit information as to what was done and/or replaced.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- The contractor will also maintain occupant information provided by the COR for applicants they service and at minimum maintain data which includes all fields in the work order. The contractor shall be required to protect Privacy Act information of occupants.
3. The records shall be saved and provided to FEMA when the units are deactivated, and/or upon request by FEMA. All records shall be saved and provided on a CD-ROM in Microsoft Word or Excel and provided to FEMA. The contractor will maintain a back-up copy for three years after the contract is completed.
 4. **Perform other task:** as required by the Contracting Officer's Representative (COR), and as described in the Additional Cost Line Items portion of this document. FEMA will notify the contractor of the requirement for these tasks.
 5. **Demonstrate professionalism** when performing contract-associated tasks. The Contractor must have approval from the occupant or, in case of an emergency, the project monitor (PM) prior to entering the temporary housing unit. This shall include notifying commercial site management or Operations and Management personnel when performing duties within their properties.
 6. **Maintain a safe working environment:** The Contractor at no time shall leave unattended, or otherwise unprotected, any excavation or safety hazard that might cause injury to any person. Access to and from all exterior doors shall be maintained at all times.
 7. **Major Material Items (MMI):** Contact the manufacturer, dealer or temporary housing unit source for warranty maintenance issues as approved by FEMA. Regardless of warranty coverage, the contractor is responsible for making the repairs under the terms and conditions of the contract at no additional cost. All parts must have prior approval from the COR before work can begin. Discounts and rebates on items provided to the contractor shall be credited to the Government. Response times will not be waived due to materials not on hand or not delivered on time. Any open job orders as of the last day of the contract period are to be completed under the terms of the contract. Contractor's last monthly payment shall be held pending completion of all backlog job orders. Any item over \$250.00 is a MMI.
 8. **Maintenance Call Center:** Have resources (including staff) available or on-call for 24 hours a day, 7 days a week (24/7), to include having a toll-free number available within 48 hours upon contract award to report emergency (day and after-hours), and routine issues.
 9. Make repairs identified by FEMA. Generally the Contractor will be expected to correct problems that the occupants are not expected to correct. These problems are not limited to tasks that require the professional services of an experienced electrician, carpenter, plumber, pest control specialist or appliance repairman. The

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- contractor is not required to service calls for issues that occupants are generally responsible for such as maid service, washing windows, changing curtains, and/or changing linen for occupied units. The contractor will not be responsible for picking up trash in the units or emptying the unit trash cans, etc.
10. Obtain approval (written) from the COR prior to performing any miscellaneous or unusual requirements. Written documentation must be submitted for reimbursement.
 11. Inform FEMA of any trends associated with the upkeep and maintenance of the unit such as excessive service calls.
 12. Respect applicant privacy and protect their information. The applicant information must not be used for any reasons other than the intended purpose. No applicant information will be provided to other entities without FEMA and the applicant's approval.

4. GENERAL SCOPE

- a. This PWS applies to the work to be accomplished by a qualified and eligible New Jersey small business in the federally declared disaster counties under DR-4086. The only types of models that apply to this PWS are Mobile Homes/Park Models (Manufactured).
 1. Ensure that all Temporary Housing Units (THUs) will meet the Contract Maintenance Standard within the first 30 days after contract period of performance start date, as defined by FEMA as that which is necessary to maintain the Temporary Housing Unit (THU) in a "Safe, secure, sanitary and habitable condition." Meeting this standard also requires that the chassis/towing systems, entrance/exit components, interior components, exterior components, electrical, plumbing, HVAC, appliances, and leveling or re-blocking of the unit be kept repaired and maintained to keep the THU in its optimal functioning condition of safe, secure, sanitary and habitable.
 2. Ensure that all THUs are continuously maintained in accord with the Contract Maintenance Standard during each Period of Performance.
 3. Ensure that an internal 24/7 toll-free "Call Center" is established by the Contractor for the convenience of the applicants.
 4. Ensure Deactivation of all THUs in a timely manner, as defined by this PWS, so as to prevent disrepair, potential vandalism, etc. Ensure that all sites are returned to original groomed and ready condition.
 5. Ensure Routine and Emergency Maintenance, Haul and Install, Reposition, Relocation and Reinstallation of THUs, including UFAS THUs occurs within standards provided herein.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

6. Ensure all tasks occur within time constraints as defined in this PWS.
 7. This PWS includes Definitions (Appendix A) and defines Standards as required by this contract.
- b. All Contract Line Items (CLINs) (except CLIN 0003, 0007,) Miscellaneous, for unforeseen emergencies/events and repairs), shall be priced as fixed prices.
 - c. The standards for tasks required by this PWS and time constraints are contained in this PWS.
 - d. This PWS adopts standards for Deactivation and Transport of THUs to FEMA staging areas and time constraints for completion of the tasks defined.
 - e. The Contract Period of Performance will begin on the Effective Date of the contract award and last for twelve months thereafter. There are four 1 year option periods. The transition period will not exceed 4 days and must be fully completed no later March 08, 2013. This transition period will account for a monthly preventative monthly inspection (PMI). The monthly PMI will be the standard for acceptance of the unit. The incoming contractor and the outgoing contractor will maintain dual call centers until all the units are officially turned over and accepted. All Contract Line Items except for those that are T/M/Labor Hour (LH) using a Government plug number, are considered to be a firm fixed price. The CLIN quantities however, are only estimates and may result in a greater or lesser number.

5. APPLICABLE DOCUMENTS

- a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended
- b. Code of Federal Regulation Title 48, Federal Acquisition Regulations
- c. All applicable Federal, State, and Local laws, regulations, statutes and ordinances
- d. National Electrical Code (NEC)
- e. Uniform Federal Access Standards (UFAS)
- f. Federal Specification QQ-S-781 G for Type 1 Class B, Grade 1 strapping
- g. HUD Part 3280 Manufactured Home Construction and Safety Standards
- h. Wind Zone III
- i. The Privacy Act
- j. Service Contract Act
- k. Wage Determination – US Department of Labor Employment Standards Administration

6. **SUMMARY OF REQUIREMENTS** – An overview of the Contract Line Identification Numbers or CLINs that are expected to be used at least once during the contract. **A more detailed description of each CLIN is provided in section 10 (page 21):**

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- a. **CLIN 0001 (Transition/Phase-In)** –: Transition will occur with the outgoing contractor. The contractor shall perform any and all efforts necessary during the transition-in period to ensure the ability to successfully perform the tasks and activities associated with this contract. The number of days allotted to complete this task will be determined at the kick-off meeting after contract award. This task will start either from the start of the period of performance or from the effective date of contract award.

This includes but is not limited to the contractor developing and establishing procedures for performing the tasks within the time periods identified, establishing professional relationships and familiarity with the coverage areas and FEMA requirements, establishing the contractor's organizational structure, obtaining necessary equipment, development of a quality control system, establishing a toll free number (within 48 hours of award), and hiring staff.

Contractors are expected to capture the following types of information in order to successfully perform their work during phase-in: identification numbers and information regarding the specific models, locations, residents, etc. for each of the units to be monitored /maintained, the effective dates and applicable warranty periods. The departing contractor shall perform maintenance bringing the THUs to FEMA's Contract Maintenance Standard (this will be the last PMI for the outgoing contractor and the first PMI for the incoming contractor).

All THUs under this contract will be Mobile Homes/Park Models that when installed were new. For transition between the outgoing and incoming contractors, the Government will authorize a 4 day grace period after the effective date of contract award, and on the 5th day invoke its rights under FAR Part 52.246-4.

1. The first transition period will consist of reviewing and inspecting all units and notifying the COR of any discrepancies in accordance with the Contract Maintenance Standard. This PMI will be done in conjunction with the last PMI performed by the outgoing contractor. The incoming contractor may invoice the transition inspections under CLIN 0001 based on the quantity inspected.
2. **Transition/Phase-In** – The phase-in will start at date of contract award. The phase-in shall commence with a Kickoff Meeting within 2 days of contract award and will be chaired by FEMA. Phase-In shall include discussion and reviews with FEMA CORs, Direct Housing Operations (DHOPS), Logistics, Individual Assistance (IA), Contracting Officer and other branches as appropriate, regarding Contractor's established phase-in procedures. The Contractor shall provide written copies of their Phase-In procedures to the COR. FEMA will take the minutes of the meeting and provide copies to all attendees.
3. **Reports** – Transition/Phase-in Plan shall be due within 48 hours to the COR and Contracting Officer after contract signature date.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

b. CLINs 0002 / 0003 (Monthly/Routine and Emergency Maintenance): There are two Maintenance CLINs: CLIN 0002 is for the Preventative Monthly Inspection (PMI)/Routine Maintenance Call; CLIN 0003 is for Emergency Maintenance Calls. The offeror shall provide a fixed unit price for the Preventive Maintenance Inspection (PMI) of all mobile home units in the Period of Performance for the Base Contract and the three (3) Option Periods. It is estimated (not guaranteed) that there will be up to 150 THUs in the transition or phase-in timeframe. FAR Part 52.246-4 will be applied to any unit that is found not maintained within the Contract Maintenance Standard.

c. CLIN 0004/CLIN0005 (Deactivation):

1. **Deactivation (CLIN 0004) and Emergency Deactivation (CLIN 0005).** These are fixed price CLINs. Contractor will be advised by the COR when deactivations are to occur and whether the deactivation is a routine or emergency deactivation. Invoices will be paid based on the negotiated deactivation CLIN price times the number of deactivations performed during the month. Deactivations will be considered complete only after the staging yard has shown acceptance and the unit site is returned to its original groomed and ready condition.

The contractor has 7 days to perform all requirements for routine deactivation, including a groomed and ready condition of the unit site (i.e., all debris are removed and site is in groomed condition). FAR Part 52.246-4 will become effective on the 8th day after direction is given to deactivate a unit. If the unit is not in the staging yard or the unit site is not in a groomed and ready condition for placement of new THU by the 8th day, the government will invoke its rights under contract clause FAR Part 52.246-4.

d. CLIN 0006 (Mileage Greater than 150 miles during Deactivations/Hauling):

1. The offeror shall provide a per mile price for miles traveled during deactivations and hauling greater than 150 miles. Mileage shall be determined as: one-way from the point of pick up to an assigned site using the most direct, legal route from origin to destination, taking into consideration state transportation regulations. The cost for mileage up to 150 miles during a deactivation/haul is considered part of the fixed price CLIN. During movement of THUs, all liability rests on the contractor until the unit has arrived at the FEMA staging area or installation site, except those excess costs that are caused by failure arising from causes beyond the control and without the fault or negligence of the Contractor or his agent. Per the Federal Acquisition Regulation (FAR) under 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,

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers.

- b. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay.” In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor. FEMA accepts responsibility for failure or untimely performance by the electric utility companies and considered beyond the control of the contractor or subcontractor.
- e. **CLIN 0007 (Miscellaneous)**: It is FEMA’s intent to provide a Not to Exceed Amount for CLIN 0007, which is for unforeseen circumstances will be negotiated individually on a case-by-case basis. **The Contractor must provide copies of the actual receipts when invoicing.** This CLIN receives a plug number for work associated with on-site unit maintenance and repair of installed MH/PM units as assigned by the COR or designee that are not addressed by the other descriptions and line items.
- f. **CLIN0008 (Hauling and Installing)**: This is also a fixed price CLIN. The contractor will be paid the pre-negotiated rate based on the number of units hauled and installed during the month.
- g. **CLIN 009 (Unit Repositioning)**: “Repositioning” is the movement of the installed unit to a different position on the same site. The offeror shall provide a fixed price per unit for the Reposition of both types of units as may be assigned by the COR. The Contractor will be paid the pre-negotiated rate based on the type and number of units repositioned. The contractor must use the same material used in the original installation to reposition the temporary housing unit, as long as the material is in good sound condition. The Contractor must have all the appropriate permits and licenses within three (3) days of issuance of task order. The occupant shall not be displaced overnight without prior COR authorization.
- h. **CLIN 0010 (Unit Relocation)**: “Relocation” is the movement of the installed unit from one site to another. The contractor must have all appropriate permits and licenses within three (3) days of issuance of task order. Complete deactivation or unit pick-up and installation of the unit shall be completed within the same day. The occupant shall not be displaced overnight without prior COR authorization. The offeror shall provide a fixed price per unit for the Relocation of both types of units as may be assigned by the COR. The Contractor will be paid the pre-negotiated rate based on the type and number of units relocated.
- i. **CLIN 0011 (Heavy Tow)**: This CLIN will be used when directed by the COR. It is a firm fixed price CLIN. The necessity for heavy equipment is at the discretion of the FEMA COR.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- j. CLIN 0012 (Maintenance Hotline/Call Center):** This 24/7 hotline will be established after acceptance of the first unit by the incoming contractor. This is also a firm fixed price based on a daily rate. Contractor will share effort with the outgoing contractor during the transition period. **This hotline will be monitored by a live person at all times, not a recording.**
- k. CLIN0013 (Unit Refurbishment):** The contractor shall clean and refurbish units for re-occupancy. “Refurbishment” means restoration of the unit to a “like new” condition, with the exception of reasonable wear and tear. This is a firm fixed price CLIN.
- l. CLIN 0014 (Clean and Make Ready):** The contractor will clean, test, and make ready for use all appliances and components associated with the unit to include but not limited to: plumbing, electrical, HVAC, exhaust fans, mildew, microbial growth, etc. This is a firm fixed price CLIN.
- m. CLIN 0015 (Install Platform Steps):** Platform steps will be requested by the Direct Housing Operations Section (DHOPS) to the COR on an as needed basis. This is a firm fixed price CLIN. Installation of Uniform Federal Accessibility Standards (UFAS) Compliant Ramp up to or at 30 feet:
- n. CLIN 0016 (UFAS Compliant Ramp up to 30’):** -will be requested by the Direct Housing Operations Section (DHOPS) to the COR on an as needed basis. This is a firm fixed price CLIN.
- o. CLIN 0017 (Additional UFAS pass 30’)** - will be requested by the Direct Housing Operations Section (DHOPS) to the COR on an as needed basis. This is a firm fixed price CLIN with an established price per added foot in length (pass 30’).
- p. CLIN 0018 (Lawn Services):** Lawn services (mow/trim) for pad area of THU-as directed
- q. CLIN 0019 (Snow/Ice UFAS Ramps):** Snow/Ice removal from UFAS (only) ramps and platform steps -as directed
- r. CLIN 0020 (Sewer Extension):** Additional Utility Extension for sewer above ground
- s. CLIN 0021 (Sewer Extension-Buried):** Additional Utility Extension of sewer Buried
- t. CLIN 0022 (Water Extension)**- Additional Utility Extension for water
- u. CLIN 0023 (Additional Utility Extensions for Electrical):** Paid per linear foot.
- v. CLIN 0024 (Additional Excavation):** Additional Excavation beyond 48 inches. This CLIN will be priced per inch beyond 48 inches.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- w. **Summary** – These are the 25 CLINs that apply to this performance work statement. The Contractor shall resolve all maintenance issues and address requirements of the units related to their long term maintenance and deactivation.

FEMA has provided a standard for the “maintenance issues” entitled the “Contract Maintenance Standard”. The Government will randomly inspect units and ensure that the units meet the standard defined herein. During the entire performance period, the Contractor shall be responsible for all preventive, routine and emergency maintenance at the agreed to firm fixed prices. Payments will be made monthly at the pre-negotiated rate based upon the number of units actually inspected that month. The Contractor shall have the technical capability to make all necessary repairs to the units and to keep them at the Contract Maintenance Standard (CMS).

1. The Contractor shall plan, schedule, coordinate, inspect and ensure effective implementation of FEMA’s temporary housing mission by continuous maintenance in accordance with the Contract Maintenance Standard for all units assigned.
2. The COR will advise the contractor when a unit is scheduled for deactivation. The QC must sign off on the inspection in order to transfer responsibility to the Contractor. Thereafter, it is in the best interest of the contractor to deactivate and move the unit as soon as possible to prevent potential vandalism.
3. The Contractor shall provide adequate staffing and all resources - to include but not limited to administration, management, supervision, labor, supplies, repair parts and materials, including major repair materials, tools and equipment, to perform and support emergency and routine/preventive maintenance.
4. The contractor shall be liable for all maintenance issues that cause the unit to fall below the Contract Maintenance Standard.
5. The Contractor shall provide all equipment, labor and supplies necessary for deactivation of units.
6. The Contractor shall provide all services and activities in a timely and professional manner and in compliance with all applicable Federal, State and local laws, regulations, statutes and ordinances. In the event Federal, State and local laws, regulations and ordinances conflict, the more restrictive regulation is to be followed. Additionally, the Contractor shall be responsible for obtaining all appropriate permits and licenses corresponding to the work being performed in accordance with FAR Part. 52.236-7 Permits and Responsibilities.
7. The COR will respond to a contractor request for clarification within 48 continuous hours of receiving the written request.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

7. INSPECTION OF SERVICES – Fixed Price: FAR Part 52.246-4 sections (1) and (2) are shown below:

- a. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by additional costs or re-performance, the Government may –
 1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 2. Reduce the contract price to reflect the reduced value of the services performed.
- b. If the Contractor fails to perform the services within 4 days, on the 5th day the government will invoke its rights under FAR Part 52.246-4 to take action to ensure future performance in conformity with contract requirements, the Government may –
 1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 2. Terminate the contract for default.

8. QUALIFICATIONS AND RESPONSIBILITIES:

a. Contractor Qualifications

1. The Contractor shall use certified and licensed personnel to perform the work where licenses are required. (i.e., L.P. Technician, plumber, electrician, and/or HVAC technician, etc.)
2. It is the Contractor's responsibility to ensure that all subcontractor personnel meet or exceed FEMA's Contractor Qualification Standards.
3. The Contractor shall provide personnel possessing appropriate skill-sets for the work performed and the degree of skill of the individuals shall be commensurate with that required for the work. It shall be the Contractor's responsibility to ensure that all subcontractor personnel meet or exceed Industry Standards and that all subcontractors are provided a copy of this PWS and all information regarding work assigned.
4. The Prime Contractor is responsible for flow of information to the subcontractors at any tier level.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

5. The Contractor shall have ready to provide upon request, documentation of each technician's professional certification (i.e., state licenses, certificates of training course completion, letters from previous employers certifying experience, resumes, membership affiliations to professional organizations, or other such documentation) to FEMA as well as City, County, or other officials as necessary.
 6. The Contractor shall have the ability and capacity to inspect, analyze, and repair temporary housing units. This includes maintaining repairing or replacing the unit's various types of HVAC systems, electrical, carpentry, plumbing, chassis/towing systems, repairing interior components, appliances and exterior components. (See Definitions).
- b. **FEMA Responsibilities**
1. Provide occupant information to the Contractor via the COR.
 2. Assign units to the Contractor for maintenance, deactivation, repositioning, relocation, reinstallation or units that require clean and make ready.
 3. Provide clarification of the rules and regulations regarding use of the units to tenants.
 4. Address domestic problems, disruptive tenants, and/or tenants refusing service.
 5. Identify potential lots, pads and locations for the installation and deactivation of units.
 6. Obtain the commercial pad lease information for any commercial sites.
- c. **Contractor Responsibilities**
1. The commercial site contractor is only responsible for any maintenance "on the pad" including lawn service and snow/ice removal on UFAS ramps and platform steps
 2. The Contractor shall provide and maintain an office and adequate storage and shop facilities to efficiently satisfy maintenance obligations and requirements for all units assigned by FEMA – **within a 50 mile radius of all units.**
 3. The Contractor shall utilize professional services of experienced and licensed (where licenses are required) electricians, plumbers, carpenters, LP Certified Technicians, pest control specialist, appliance technicians, etc.
 4. It is the Contractor's responsibility to ensure that all subcontractor personnel meet or exceed FEMA's Contractor Qualification Standards. The Contractor shall ensure subcontractor qualifications are in compliance at any tier.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

5. The Contractor shall provide personnel possessing appropriate skill-sets for the work performed and the degree of skill of the individuals shall be commensurate with that required for the work.
6. The Contractor shall be responsible to ensure that all subcontractor personnel meet or exceed Industry Standards and that all subcontractors are provided a copy of this PWS and all information regarding work assigned.
7. The Prime Contractor is responsible for flow of information to the subcontractors at any tier level.
8. The Contractor shall have ready to provide upon request, documentation of each technician's professional certification (i.e. state licenses, certificates of training course completion, letters from previous employers certifying experience, resumes, membership affiliations to professional organizations, or other such documentation) to FEMA as well as City, County, or other officials as necessary.
9. The Contractor shall not be required to make service calls for issues that occupants are generally responsible for such as: changing light bulbs, maid service, washing windows, occupant loss of key and locked out of unit, changing curtains, and changing linen for occupied units. During Maintenance, the Contractor shall not be responsible for picking up trash in the units or emptying the unit trashcans, etc.
10. The Contractor shall identify a primary and alternate point-of-contact (POC) within 48 continuous hours of contract award including phone numbers and email addresses to the assigned COR.
11. The Contractor shall dispose of all materials and supplies in compliance with all Federal, State, and Local laws, regulations and rules. This includes, but is not limited to spent fuels, batteries, refrigerants, tires, ramps, steps, etc.
12. The Contractor shall pay any fees associated with the removal and disposal of all wastes including hazardous materials if required at no additional cost to FEMA.
13. The Contractor shall identify potential project constraints and report them to the COR as soon as discovered not later than by 10:00AM Central Standard Time the following day.
14. For Deactivations and Relocations, the Contractor shall pick-up and transports the units from the installation sites to a designated location.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

15. The Contractor shall provide a toll-free number, enabling applicants of FEMA Temporary Housing Units (THUs) the ability to contact the Contractor regarding maintenance issues. This service shall be staffed with access to a live person 24 hours per day, seven (7) days per week with less than 5 minutes hold-time.
16. The contractor shall provide a report to the COR of all calls received by the Contractor on the toll free number by 10:00 AM Central Standard Time the following day.
17. Normal work hours for contact with the individual applicant are: 0800 to 2100, Monday through Saturday and 1200 to 2100 Sundays excluding federal holidays. The Contractor shall provide emergency maintenance services twenty-four (24) hours per day, seven (7) days per week.
18. The applicant needs to be present in order for the Contractor to enter a unit.
19. The Contractor shall ensure that Contractor Qualifications and Contractor Responsibilities are in compliance for all employees, and subcontractors at any tier.
20. The Contractor shall be responsible to complete all maintenance and deactivations assigned by FEMA in the time specified.
21. Refusal of any assigned maintenance and deactivations by the Contractor shall result in the government invoking its rights in accordance with FAR 52.246-4. Inspection of Services and reduce the contract price at a rate reflecting the reduced value of the services performed. The Contractor will be held responsible for additional costs incurred by the Government.

d. Contractor Badges:

1. The Contractor shall provide the names of all personnel (including temporary personnel and/or sub-Contractors) to the COR in writing within two (2) business days after start of contract and within 2 business days after any change of personnel.
2. The Contractor shall provide to its personnel any security form that FEMA may require for the purposes of background check as part of the Contractor's personnel receiving a badge. Note: Only those Contractor personnel designated by the COR will receive a FEMA issued identification badge.
3. Upon release of any FEMA badged employee or subcontractor, badges must be returned to the FEMA COR.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

4. The Contractor shall provide identification badges for all their personnel. The Contractor's ID badge shall include: company name, identification number, individual's name and company phone number.
 5. The Contractor issued badge shall not include the words "FEMA or FEMA Contractor" or any governmental logo that gives the impression that the person is a government employee nor is otherwise an agent of the government. The Contractor is responsible for the security and background checks for their sub-contractor personnel. ID badges shall be visible at all times when performing work.
- e. **Safety**
1. The Contractor shall furnish all required safety equipment and/or clothing, which may be required for personnel as mandated by Federal, State, and Local laws, regulations, statutes and ordinances.
 2. The Contractor shall maintain a safe working environment for the Contractor employees, unit occupants, FEMA staff, other Contractors and the general public. At NO time shall the Contractor or Subcontractor leave unattended or otherwise unprotected, any excavation or safety hazard that might cause injury to persons.
 3. The Contractor shall comply with the Department of Labor, Environmental Protective Agency and the Occupational Safety and Health Administration (OSHA) safety regulations, rules and requirements, as well as any Federal, State, (Parish) and local laws, codes, statutes and ordinances.
 4. The Contractor shall ensure that all personnel applying pest control chemicals are properly licensed in accordance with applicable Federal, State and Local laws, regulations, statutes and ordinances.

9. Records and Reports

- a. All information/reports/invoices submitted to the COR shall clearly indicate the Contractor's name, address, phone number and contract number.
- b. The Contract Line Item Number (CLIN), Work Order numbers and Bar Codes shall be clearly indicated when information/reports or invoices are applicable to that CLIN/Work Order number. When a unit is part of a report, the FEMA unit bar code and VIN shall be used for identification.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- c. All invoices to be considered “proper” shall include additional information as discussed in FAR Part 52.232-23 Prompt Payment (Oct 2003)
- d. The Contractor shall provide timely and accurate reports as described and required by the Deliverables – as outlined in this PWS.
- e. All reports shall be developed and transferred via Microsoft Excel, Microsoft Access, or other media as determined as meeting the needs of the government and approved by the COR in writing.
- f. The contractor shall maintain records that are compatible with FEMA Information Technology (IT) database systems pertaining to all tasks assigned such as monthly routine maintenance, emergency maintenance and deactivations.
- g. The Contractor shall securely maintain occupant information provided by FEMA to ensure no unauthorized use is made of said information. The Privacy Act governs access and release of all applicant data.
- h. The Contractor shall maintain all records for three years after the final invoice has been paid.
- j. These records shall be kept in a manner and location that shall allow FEMA or its designee access to them. FEMA will provide the Contractor with written or verbal notification of its intent to inspect the records and the Contractor shall provide FEMA with a specific location for the record inspection.
- k. Record inspections shall be carried out in typical office surroundings.
- l. Invoices from the Contractor shall include compact disk (CD) and hard copies of the invoice, backup spreadsheets with the individual work orders broken down by CLIN. Backup documentation is to be scanned and placed on a CD for review and sent to the COR (Do not email).
- m. Data Requirements – The contractor shall provide information for review by the COR before 10:00 AM Central Standard Time the following work day.
- n. The contractor shall be required to provide reports using commercially acceptable formats. This format must provide FEMA with the ability to use the data in any system the government uses for tracking the deactivation and maintenance of the units.
- o. These reporting requirements will be communicated and coordinated through the COR at the kick off meeting. The contractor shall provide daily, weekly and monthly reports.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- p. For tracking purposes, the information provided shall include a means by which to identify the unit location (e.g. Barcode, VIN, full address, Registration Number (RGSN), unit type, park name (if applicable), lot # (if applicable), date of report and type of work performed.
- q. **Administration and Management** – The minimum expectation for Contractor’s management and administration (program management) shall result in the following:
 - 1. Monitoring and coordinating performance of all assignments to ensure that achievement of technical objectives are in adherence to the Performance Work Statement and to the Contract Maintenance Standard using best business practices.
 - 2. Monitoring and supporting the mission of FEMA. This responsibility includes applicant identification identifying special needs, and provision of call center services, quality assurance and customer service. It also includes ensuring that the Contractor performs all work to the standard as adopted by the Government.
 - 3. The Contractor shall obtain information from the designated and appropriate FEMA representative as follows:
 - 4. Contractual direction can only come from the Contracting Officer.
 - 5. Specific technical direction can only come from the COR or designee.
 - 6. Customer (FEMA) satisfaction will be gauged based on results from a random sample of unit inspections by the COR or telephone contact with the occupant.
- r. **Unit Acceptance:** The Contractor shall begin inspection and acceptance of all units from the outgoing MDC for maintenance 48 hours after contract award. This will be dual effort between the incoming and outgoing Contractor. A FEMA representative will also be involved in the transition.
- s. **Unit inspections** – A Unit Inspection Report shall be provided daily to the designated COR outlining the status of maintenance issues and habitability, safety and security of all inspected units in the state until the end of the Transition Period, which begins on the effective date of the award of the contract.
- t. **Performance Standards** – 100 % of Unit acceptance and unit repairs to meet the Contract Maintenance Standard shall be completed throughout the

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

state. The government will invoke its right in accordance with FAR Part 52.246-4 Inspection of Services.

- u.* **Reporting** – During Transition a copy of all the unit inspection reports shall be given daily to the COR for each unit by 10:00 AM CST until approximately **March 08, 2013** at which time all unit inspections shall be completed. Reports are subject to FAR Part 52.246.4 as shown herein.

10. DETAILED DESCRIPTION OF CONTRACT LINE ITEMS (CLINS):

1. CLIN 0001 (Transition / Phase-In):

- a.* **Transition Requirements (CLIN 0001)** – The new Contractor shall inspect all units (**along with the outgoing contractor**) assigned by FEMA. If a unit is found to be uninhabitable or in disrepair, the Contractor shall report this to the COR by 10:00 AM Central Standard Time the next business day. FEMA performance monitoring will consist of random inspections by the COR or designee.
- b.* The contractor shall inspect and monitor as necessary during the transition period to ensure that the assigned units meet Contract Maintenance Standard and habitability standards.
- c.* Contractors are expected to capture the following types of information in order to successfully perform maintenance: bar codes of THUs, identification numbers and information regarding the specific models, locations, residents, etc. for each of the units to be monitored maintained, the effective dates and applicable warranty periods.
- d.* Ensure that all necessary permits are obtained to perform work.
- e.* Develop a work order process for maintenance calls within 48 hours after award and prepare for accepting the first work order requirement (i.e. hiring necessary staff and implementation for work plan necessary to successfully fulfill the work order requirements).
- f.* Develop a unit acceptance plan including: bar codes, unit identification numbers, unit location, unit type, unit occupant contact information, and best time for contact. FEMA reserves the right to approve the plan prior to acceptance.

1. CLIN 0002 (Monthly Preventive Maintenance Inspections (PMI) and Routine Maintenance):

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- a. **CLIN 0002 (Monthly Preventative Maintenance – PMI / Routine Maintenance)**: The monthly inspections for each installed unit will begin thirty (30) days after unit is made ready for occupancy (RFO). The contractor shall inspect the interior and exterior for damage and ensure that all components are in working order. The inspection shall include, but is not limited to: electrical systems, sewer lines, and water lines. The contractor shall give the unit occupant at least 24-hour advance notice of a scheduled preventative maintenance inspection. If the contractor is unable to contact the occupant after four (3) attempts over a minimum period of seventy two hours, then the contractor shall notify the COR and submit documented evidence of attempts to make contact.
1. The contractor shall ask the occupant, at the time of the monthly inspection, if there are any maintenance items to report. The Contractor shall provide maintenance services to assigned units. This includes performing maintenance inspections, responding to routine maintenance calls, for units assigned to the contractor and/or identified by FEMA. This also includes emergency maintenance. All maintenance will be paid per unit on a monthly basis as negotiated.
 2. Winterization of vacant units is included in the preventative maintenance.
 3. The Contractor shall have the technical capacity to make necessary repairs to the units as specified in the description of Contract Maintenance Standard. The Contractor shall provide tools, equipment, materials, and labor necessary for performing maintenance services on assigned units. Mileage costs for maintenance shall not be invoiced.
- b. **Routine Maintenance Areas of Responsibility**: Routine repairs are serious but do not present an imminent danger to the health, safety or security of the unit occupant or property. . Routine maintenance repairs typically include, but are not limited to, re-leveling and tightening straps on units, minor water leaks, cracked windows, missing siding, broken light fixtures, and running toilets

The Contractor shall be responsible for all interior and exterior components of the unit:

1. **Plumbing System** – Plumbing includes all water and sewer lines and tanks inside the unit and all external lines from the unit to the utility main or the park owner’s connection. This includes

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

inspecting plumbing lines, valves, showerheads, faucets, sewer lines and sewer connections.

2. **Electrical System** – Electrical includes all wiring and associated parts from the Utility Company’s connection on the meter loop pole or pedestal, to and throughout the unit, including underground entrance cable. When connecting to an approved power source the responsibility shall include all installed components up to the approved power source. This includes all appropriate inspections.
3. **Heating Ventilation and Air Conditioning (HVAC)** – This includes all major components and ducts to include wiring and associated parts including air filters. This also includes inspecting valves, vent and exhaust systems.
4. **Replacement of Components** – The Contractor shall replace all components necessary to make repairs. The Contractor is not responsible for replacing items as light bulbs, stoppers, drain baskets, providing extra door keys, etc. unless it is associated with the repair or replacement of a related component.
 - a. Life safety items such as batteries for the smoke detectors are items that the Contractor shall replace.
 - b. The Contractor shall clean and replace Air Filters as often as necessary to maintain optimum efficiency. Air filters are to be checked during monthly PMI inspection.
5. **Entrance/Exit components** - This includes all work associated with servicing, building, and repairing doors, windows, screens, stairs, ramps, and securing the unit as needed.
6. **Appliances**: This includes servicing all unit appliances such as ranges, refrigerator, microwave, water heater, furnace, air conditioner, etc.
7. **Interior Components** – The Contractor shall perform repairs and maintain the unit cabinetry, countertops, doors and doorways, ceiling, walls, furnishings, appliances, mirrors, life-safety items (like batteries for smoke alarms) and other FEMA-provided accessories.
8. **Exterior Components** – The Contractor shall make repairs to the exterior of the unit as required. This includes all exterior components to include but not limited to panels, sidings, windows,

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

screens, blocking, anchoring, skirting, roofing, exterior doors, leveling of THU and other FEMA provided accessories.

9. **Stairs and Ramps** – The Contractor shall maintain and make minor repairs to stairs and ramps serving the unit as required. These repairs shall be included as part of the monthly maintenance and is subject to the same requirements. If stairs are significantly damaged, the contractor shall notify the COR prior to performing work.
10. **Scheduling** – The Contractor shall provide at a minimum 24 hours' notice to the occupant prior to arrival to perform routine/preventive maintenance. Occupant or occupant representative 18 years or older shall be present for all maintenance calls.
 - a. All routine maintenance service call repairs shall be completed within 48 hours (including weekend hours) after receipt of the requirement. When a 48- hour completion time would expire on a Federal Holiday, the 48-hour time period will extend to the following business or workday.
 - b. The Contractor shall complete routine/preventive maintenance items requested by the occupant that was not listed on the Contractor-generated work order while at the unit. The Contractor shall report additional repairs performed.
11. **Performance Standards** – The Contractor shall repair 90% of all routine/preventive service calls on the first visit. 100% of services calls shall be complete within 48 continuous hours of initial visit.
12. **Reporting** – The Contractor shall provide a daily report summarizing the routine/preventative maintenance performed and written justification for any non- service for maintenance requested by an applicant. This report shall be delivered to the COR by 10:00 AM CST the following work day.
13. **Backorders: -** When the Contractor has backordered repair parts for major appliances to include the furnace, A/C, refrigerator, or range, or is otherwise unable to repair these appliances within 48 hours of receiving the work request, the Contractor shall provide a temporary appliance for the occupant. For furnaces and air conditioning, the Contractor shall provide temporary replacement

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

items within six (6) hours when the ambient temperature threatens the health and safety of the unit occupant as defined under Emergency Maintenance Section in this PWS. All parts replaced shall be new unless provided by FEMA and shall be of a quality equal to, or better than the part being replaced.

14. **Performance Standards** – 100% of all maintenance shall be accomplished within specified timeframes (6 hours to respond and mitigate; and 96 hours to complete maintenance).
15. **Reports** – A daily report of maintenance shall be provided to the COR by 10:00 AM the following work day.
16. **Routine Maintenance – Fumigations and Pest Control (THUs)**
– The goal of Zero Tolerance Pest Level shall be accomplished by performing monthly pest control inspections throughout and around the units during routine/preventive maintenance service calls. These inspections shall be included as part of the monthly maintenance and is subject to the same requirements. All Pest Control services shall be in accordance with Environmental Protection Agency (EPA), Department of Environmental Quality (DEQ) and other regulatory mandates and performed by a certified pest control technician.
17. **Pest Control Inspections and Services** – This includes treatment of the unit and surrounding area.
 - a. Ensuring that treatment is rendered as appropriate to control, prevent, and/or otherwise mitigate the presence of pests such as, but not limited to: insects, termites, wasps, bees, cockroaches, ants, fleas, ticks, spiders, hornets, Japanese beetles, and other invertebrate pests.
 - b. Ensuring that treatment is rendered as appropriate to control, prevent, or otherwise mitigate the presence of pests such as, but not limited to: rats, mice, pigeons, reptiles and other vertebrate pests. Treatment shall include rodent traps and bait stations, animal captures and carcass removal.
 - c. Identify any problem areas, structural features, potential areas for pest infestation, or personnel operational practices contributing to pest infestations, and any other factor and report them to the COR in monthly report.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

18. **Storage/Disposal** – The Contractor shall maintain, secure, and operates storage facilities for applicable equipment and dangerous material substance in a manner that precludes or minimizes health hazards or environmental contamination. The contractor shall be responsible for _____ damage or loss to the Contractor’s stored supplies or equipment.
19. **Scheduling** – The Contractor shall provide the occupant of the unit with at least 48 hours’ notice prior to a fumigation or pest control visit.
20. **Performance Standards** – 100% of units treated for the eradication of pests as required.

All routine repairs shall be completed within 48 hours after receipt of the requirement. When such 48-hour completion time would expire on Saturdays, Sundays, or holidays, the 48-hour time period shall extend to the following Monday or Tuesday, as appropriate.

The Contractor shall complete routine maintenance items requested by the occupant that were not listed on the work order when performing a service call or preventive maintenance visit, as long as the total cost of material does not exceed \$250.

If the response timeframe for the routine maintenance request falls within the same week as the scheduled PMI, then this service will be done at the same time.

3. **CLIN 0003 (Emergency Maintenance & Major Repair/Material Items:**

- a. **Repairs that are necessary to eliminate health, safety or security hazards shall be considered emergency repairs**
- b. **The Contractor shall respond to an Emergency call within two (2) hours of receipt (24 hours a day, 7 days per week) with the tools, equipment and supplies necessary to make the repair. All emergency repair requests received during business hours shall be reported to the COR immediately. Requests received after business hours shall be reported to the COR by 10:00 a.m. on the following normal workday.**
- c. Major Repairs and other in-scope site work.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- i.* Major repairs are items that fully or partially replaced will cost more than \$250 for materials and supplies. Major Material Items are identified as, but not limited to refrigerators, water heaters, ranges, axles, exterior doors, unit tires, complete furnace, complete HVAC, microwaves, furniture or any other component of the unit valued at over \$250. The total of \$250 covers parts individually or collectively per work order or routine/preventive maintenance service call. Note: Labor costs are covered under the monthly maintenance fee and are not included in any payment for major repairs.
- d. Process:** The Contractor shall replace these items only after prior approval by the COR for any component valued above \$250 but not to exceed \$3,000. For repairs in excess of \$3,000, permission will only be granted by the Contracting Officer. Failure of the Contractor to follow the procedure outlined below will result in the Contractor not being paid for work.
- e.* Prior to a major repair, the Contractor shall first notify the CO in writing and include an estimate of the total repair cost. This written report shall identify the item(s) by make, model number, part number, identification number and location, condition of the item, and itemized material cost of the item to be replaced.
- f.* If the Contractor determines, after an inspection by a mechanic certified in a relevant field, that repair of a Major Material Item(s) is impractical, the Contractor shall promptly provide (within 24 hours) the COR with a written report including the estimated cost of replacement.
- g.* The COR will verify and determine the practicality of repair versus replacement, and then will instruct the Contractor to proceed with repairs and authorize the Contractor to purchase and replace the item.
- h.* Any part replaced by the Contractor valued at \$251 or above will require a receipt attached to the work order for invoice processing. The Contractor shall be compensated for the actual cost of the replacement purchase for the original major item only, as documented on the purchase receipt.
- i.* Replaced parts shall be individually identified with a wire-on tag that contains the work order number, unit number, replacement date, and description of defect.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- j.** The Contractor shall maintain the parts at the Contractor's place of business until the COR provides a written notice allowing for the disposal of the parts.
- k.** The Contractor will, at all times, make a reasonable effort to acquire all parts at prices favorable to the Government.
- l.** When the Contractor has backordered parts for major appliances to include the furnace, A/C, refrigerator, or range, or is otherwise unable to repair these appliances within 48 hours of receiving the work request; the Contractor shall provide a temporary appliance for the occupant.
- m.** For furnaces and air conditioning, the Contractor shall provide temporary replacement
- n.** Items within six (6) hours when the ambient temperature threatens the health and safety of the unit occupant as defined under Emergency Maintenance section in this PWS. Cost for the temporary item will be the responsibility of the Contractor.
- o.** All parts replaced shall be new unless provided by FEMA and shall be of a quality equal to, or better than the part being replaced.
- p.** Performance Standards: 100% of major repairs shall be accomplished within specified timeframe. Reports: Included in daily and weekly reports
- q.** Expectations of Emergency maintenance are typically required in response to, but not limited to, one of the following problems:

 - i.* Major water leak:
 - ii.* Shut off valve cannot be located poses a threat to persons and property
 - iii.* Required immediate action to restore water service
 - iv.* Actual sewage leak (health concern).
 - v.* Heating unit inoperable when outside temperature is, or is expected (according to local forecast) to go below 50 degrees Fahrenheit.
 - vi.* Air conditioning inoperable when outside temperature is, or is expected (according to local forecast) to go above 75 degrees Fahrenheit.
 - vii.* Electrical failure (excluding local power company failure, or for termination of service due to non-payment).
 - viii.* Emergency Maintenance shall include temporary repairs to resolve or mitigate the immediate threat or problem and

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- continue to make repairs as routine maintenance to permanently resolve issue.
- ix.* Permanent repair of temporary emergency repairs shall be completed within 96 hours so that the unit is fully functional.
 - x.* If a temporary heating appliance is used, it shall be equipped with an automatic shut-off that activates if the heater is accidentally tipped over.
- r. Scheduling** – The Contractor shall respond to an Emergency Call within two (2) hours with tools, equipment, and supplies necessary to make repairs.
- i.* Permanent repair of temporary emergency repairs shall be completed within ninety six (96) hours so that the unit is fully functional.
- s. Performance Standards** – 100% of emergency calls responded to within 6 hours as defined.
- t. Reports/Notification**
- i.* If the Contractor makes temporary repairs, the Contractor shall attempt to notify the COR or designee by 10:00 AM EST the next business day. This notification shall be to all of the COR's methods of contact. The Contractor shall document their attempts to contact the COR and document it in the emergency repair work order. If the COR or designee cannot be reached they shall be notified by 10 AM Central Standard Time on the next business day.

Deactivation (MH/PM) – Deactivation Activities - General. This may be unit re- installation, repositioning, or relocate activities of the units identified by FEMA as defined by FEMA. This includes deactivation, transportation and removal services. Basic deactivation is within 150 miles from the site to the designated locations. Any miles outside of 150 miles are additive. The COR will identify the staging or designated location.

All work must be performed in accordance with applicable federal, state, county/Parrish, and local guidance, laws, ordinances, and requirements. If the contractor is tasked with a relocate, reposition, or re-installation the contractor is responsible for locating, marking, and connecting to existing utilities and obtaining the appropriate permits. Cleaning and fumigating is a part of deactivation and refurbishment. It is also a separate line item that can be issued for non-occupied or non-installed units identified by FEMA.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

4. **CLIN 0004 (Routine Deactivation)**: Deactivation activities not defined as emergency deactivations are defined as routine deactivation activities unless identified by FEMA. All routine deactivation activities shall be determined by FEMA and be completed within the following:

- a. Manufactured homes deactivations shall be completed within seven (7) days of work issuance.
- b. When units are deactivated the cleaning and/or repairs may be performed at the site where the unit was installed or at a contractor staging area.
- c. **Minimum Standards for Deactivation and Transport:**
 - i. Remove all anchors, poles where necessary, straps, clamps, and tie down bolts, backfill all holes resulting from installation. No anchors shall be cut and left in the ground.
 - ii. Remove any skirting that has been placed around the base of the unit as applicable.
 - iii. Remove and dispose of steps, ramps, or, platform steps.
 - iv. Disconnects the gas line at the entrance to the unit and securely caps the unit supply line, as appropriate. Notify the gas supplier in writing that services are no longer required (if applicable).
 - v. Disconnect the electric power source at the service entrance box and at the unit junction box. The electrical service entrance cable is to be cut off a minimum of six (6) inches below grade, as appropriate. Any connections that have live power after deactivation will be properly secured according to code.
 - vi. Locate the cable, telephone lines, and/or satellite equipment and appropriately disconnect (leaving onsite) if applicable.
 - vii. Shut off the water supply at service box and disconnect the water connection.
 - viii. Disconnect and remove the heater cable and insulation on water line (if applicable)

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- ix. Disconnect the water connection pipe from the THU supply pipe.
- x. Cut water line at both ends 4" to 6" inches below ground level when applicable and cover with dirt unless directed otherwise.
- xi. Ensure that the toilet, sanitary line, and holding tank (if applicable) are free of sewage. Holding tanks shall be rinsed, the contents emptied until the liquid runs clear and free of any solids, and the valve shall be closed during transport. The valve shall be opened at the Staging site to ensure compliance with the above requirements. The Contractor shall have a suitable container to catch any liquid that may escape from the tank during the valve opening procedure. The Contractor shall properly dispose of any material that escapes into the Contractor provided container.
- xii. All permits and fees associated with the work shall be the responsibility of the Contractor.
- xiii. Cut the unit drain line beneath the unit leaving 4" to 6" of pipe protruding from the unit. The cut should be made in such a manner as not to adversely affect a future connection. Units provided with a threaded end on the sanitary drain line shall have the service disconnected at this point rather than by cutting the line. The drain line shall be removed in such a way as to prevent foreign objects from entering the sanitary sewer line. The septic/sewer system should be returned to pre-installation condition.

d. Prepare for Transport

- i. Inflate tires to proper pressure and replace damaged or missing tires. Check all wheel lugs and rim clamps for tightness. Check brake wires and install and/or reconnect as necessary.
- ii. Inspect wheels, axle assemblies, springs, spring hangers and equalizers for missing parts or cracked welds. Repair and/or replace as necessary.
- iii. Inspect drawbar for defects that could affect transportability and repair/replace as required.
- iv. Inspect coupler assembly and screw jack to ensure proper functioning. Lubricate and/or repair or replace as required.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

junction box shall be covered so as not to fall off during transport.

- ii.* The kitchen exhaust fan cover plate shall be securely closed and fastened to prevent damage and to ensure proper protection to the exhaust fan, motor, and control.
- iii.* Supply and drainpipes beneath the unit shall be properly secured.
- iv.* Functional anchor straps shall be coiled and secured with reinforced tape when applicable.
- v.* Manufactured Metal Steps shall be disassembled and placed in the unit and secured in a manner that shall not cause damage to the unit.

g. Cleaning and Fumigating – All units shall be cleaned and fumigated:

- i.* The interior of the unit shall have all trash and rubbish removed.
- ii.* All appliances, counters and cabinets shall be cleaned inside and outside and free from foodstuffs and other items including grease.
- iii.* The counters, cabinets, stovetop, refrigerator/freezer, and other surfaces shall be wiped clean. All loose food particles shall be removed from the refrigerator/freezer and other surfaces and cabinets.
- iv.* The cabinets shall be empty.
- v.* The refrigerator door shall be blocked and taped open to allow air circulation. The blocking shall not be placed against the door gasket seal.
- vi.* The refrigerator's interior shall be wiped clean.
- vii.* The complete interior of the unit, including baseboards and areas under cabinets, in closets, in compartments, furnace, A/C and water heater compartments, shall be fumigated with approved pesticides to kill any insects that may be present.
- viii.* The unit floors shall be cleaned and the carpet (if any) shall be vacuumed.

h. Secure the doors.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

i. Water Removal

- i.* Putting air pressure to the lines to clean out the water lines – contractor shall ensure all water is removed from lines and within THU.
- ii.* If the Government determines that Winterization of THUs is necessary the contractor shall accomplish using applicable commercial standards.
- iii.* The water inlet gate valve shall be left open

j. Site Clean-up – Due to the safety and sanitary issues and concerns, the area immediately surrounding and under the deactivated unit shall be cleared of all material or debris. Site shall be cleaned groomed to a ready condition.

- i.* At the time of deactivation, the Government will consider all installation material scrap. The Contractor shall take possession of this scrap material. The material shall be removed for disposing with all debris and trash.
- ii.* All holes and ruts onsite shall be properly filled and tamped.

k. Temporary Staging / Designated Holding Area - The contractor may set up a temporary Staging / Designated Holding Area to temporarily stage the units up to 6 days after the issuance of a work order (at Contractor cost). The Contractor shall maintain units in a safe and secure environment until they are transported to a long-term storage facility.

l. Long- Term storage Facility - The contractor shall provide unit transportation to FEMA's long- term storage facility. Upon completing transportation, the contractor shall properly block the base of the unit tongue. Material used for supporting the tongue shall be no less than one 4"x 4"x8" wooden block

m. Performance Standards – 100% of the THUs shall be deactivated within 7 days of work order issuance or the government will invoke its rights in accordance with FAR 52.246-4 Inspection of Services and reduce the contract price at a rate reflecting the reduced value of the services performed.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

this CLIN will be utilized for additional items/cost not covered in the assigned CLIN-COR approval is required prior to use of this CLIN

8. **CLIN 0008 (Haul and Install)**: The Government's expectation to meet the results of successful Haul and Install include the following standards:
- a. The Contractor's responsibilities include obtaining all permits, to transport and install THUs. The Contractor shall provide all labor, equipment and materials to haul and install the THU. Installation of the unit shall comply with all Federal, State, and Local laws, regulations, statutes and ordinances.
 - b. **Unit Installation (THU)** – The unit installation shall include, but is not limited to, receiving the units from FEMA logistics centers, staging areas, individual lots, commercial pads, group sites, etc.,
 - c. **Install Standard Steps** - **The Contractor shall complete the following minimum tasks, as appropriate, in order to install units on sites or at locations identified by FEMA.**
 - i. Steps and railings shall be constructed of exterior grade, pressure-treated lumber or composite materials.
 - ii. Nails or screws shall be coated and sized consistent with industry standard.
 - iii. The stairs shall be firmly supported on grade with support pads added where necessary. The Contractor shall determine the soil bearing capacity through contact with local building officials, soils engineers or other methods acceptable to local authorities and provide appropriate support to ensure stability and prevent settling.
 - iv. The Contractor shall install steps at each unit entrance/exit in accordance with local codes. At a minimum, steps shall be forty-eight inches (48") wide.
 - v. Handrails shall be constructed with 2" x 4" with the top edges rounded for gripping purposes, and shall be installed on both sides of steps and surround the platform on all sides. Handrails shall be sanded.
 - vi. The threshold platform shall be constructed with a level platform such that the platform is centered on the door of

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

principal entry into the unit and flush with the doorsill unless otherwise specified by COR for colder locations where freezing can cause the stairs to heave up. It should also allow the door to swing freely. At a minimum, the platform shall be 60" X 60". Steps and platforms shall be placed so that they do not block either access to service ports, vents or impede utility hook-ups. The occupant shall be able to fully operate door without having to step off of the platform.

- vii.* Step components shall be square, level, and plum. The platform shall have a non-skid surface using materials that are State and Industry approved (sand added to paint is unacceptable). Other materials for step coatings that are approved by the State and Local code enforcement jurisdiction may be substituted. The Contractor is responsible for providing the supporting documentation of the State and Local approval.

d. Unit Installation – Final Clean-Up and Readiness:

- i.* Clean floors, counters, kitchen equipment, bath fixtures, and windows as needed. Refer to Definition of Clean.
- ii.* Remove unit packing debris and excess set-up material from premises.

e. Unit Installation – Discrepancies or missing items, report to COR:

- i.* The Contractor shall provide written notification to the COR not later than 10 AM CST the next day when unit is ready for occupancy (RFO).

f. Final inspection - The COR or his/her representative will inspect the Unit within 2 workdays. At final inspection, any items/issues that have not been addressed, shall be captured in writing and provided to the Contractor to be resolved.

- i.* These items shall be corrected within two (2) workdays after final inspection.
- ii.* The Contractor shall provide detailed documentation of what actions were taken to remedy addressed discrepancies.

g. Performance Standards – 100% of units shall be installed within seven (7) days of work order issuance. Reporting of installations

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

shall be reported daily, as described in Deliverables section of this SOW

- h. Installation Summary** – The unit installation includes, but is not limited to: placement of units on the designated locations, installing foundation piers or seismic pier system as required by State and Local codes and regulations, anchoring the units, and connecting utilities and a heating/air conditioning system as well as ensuring that they are in working order. Provide and install skirting for Mobile Homes/Park Models and Park Models.

 - i.* Additionally, the Contractor shall winterize the unit (if needed) and install steps or handicap ramps, as specified. The units shall be installed and made ready for occupancy within 7 workdays following the work order issuance date. Installation includes cleaning installation, testing, and assembly of all furniture and appliances. Work orders issued after 4:00pm shall be counted toward the next workday. The unit shall meet the definition of Habitable (see Attachment A).
- i. Site Preparation**: This task includes the elimination of obstructions or debris hampering the placement or positioning of the unit on the proposed site, and exposing and/or trenching the lines within 50 feet of the unit.

 - i.* Ensuring access to all unit entrances, shut-off valves and electrical shut-offs.
 - ii.* Utilities, including potable water, sewer and electrical lines shall be located on each lot. The Contractor shall provide plumbing risers of an appropriate height and electrical distribution boxes ready for unit hook-up.
 - iii.* All pipes have been properly secured, sloped, and winterized using heat tape
- j. Blocking and Leveling**: The Contractor is responsible for determining the soil bearing capacity through contact with local building officials, soils engineers or other methods acceptable to local authorities.

 - i.* The number and location of piers shall be in accordance with industry standards unless other relevant codes, regulations or specifications are more stringent.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- ii. The Contractor is responsible for all necessary re-leveling and re-blocking of the unit following unit installation.
- iii. The end piers should not be directly on the end of the unit's frame, but approximately six inches in from the end of the frame.
- iv. The space between the top of the pier's solid cap blocks and the bottom of the unit's I-beam frame shall not exceed seven inches (7"). Up to four inches (4") of this space may be filled with a solid concrete block.
- v. Up to three inches (3") of this space may be filled with treated blocking timber wedges laid perpendicular to the unit's steel I-beam.
- vi. The blocking piers shall not impinge, pinch, crimp or otherwise damage or affect the normal and safe function of any electrical lines, pipes or waterlines.
- vii. The Contractor shall clean away all bushes, shrubs, grass, roots, loose dirt, rocks or debris where the base of the piers rest.
- viii. Unit shall be set-up on concrete block piers. The base of piers shall be composed of ABS pads, 24X24 minimum, double block with solid cap block(s) on the base and at the tops of the piers.
- ix. If, after the weight of the unit is transferred to these piers, the unit is not leveled properly, the Contractor shall reinstall the unit at no additional cost to the government. All concrete blocks used in the construction of the piers shall be of sufficient strength and weight rating to properly support the unit. The concrete block piers shall be installed in a manner so that blocks are not stacked in the same directions, rather, each level of blocks shall be installed at a right angle to the previous level.
- x. The capping level shall consist of solid concrete blocks installed opposite to the direction of the trailer frame.
- xi. After the weight of the unit is transferred to the concrete piers; the piers shall be vertically aligned and tightly shimmed with hardwood wedges. If the piers are not vertical at the time of

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

final inspection, they shall be removed and reinstalled by the Contractor at no additional cost.

xii. The Contractor is responsible for all necessary re leveling and re-blocking of the unit following unit installation.

k. Anchoring and Straps: Anchoring and strapping for tie-down of unit shall be based on the Wind Zone and soil conditions of the installation site. The units shall be anchored to resist floatation, collapse, and lateral movement. The HUD Part 3280 Manufactured Home Construction and Safety Standards determine the wind zone.

i. Industry Standards shall be followed in determining the location and number of unit tie-down connecting points and method of securing the anchors.

ii. The Contractor shall determine soil conditions pertinent to anchor pullout resistance through contact with local building officials, soils engineers or other methods acceptable to local authorities.

iii. Anchors shall be capable of resisting weight in accordance with Wind Zone III specifications.

iv. If the above methods of anchoring do not pass anchor displacement tests, the Contractor shall notify the COR and provide an equivalent alternate anchorage system for approval.

l. This applies to MH/PM only. Each strap shall extend from one turnbuckle on the anchor head; wrap one time around the tongue or the back bumper; attach to the other turnbuckle on the anchor head. The strap shall be 1.25" X .035" cold rolled galvanized steel. The anchor straps shall be snug and in a near vertical position.

9. CLIN 0009 (Reposition THU): Repositioning of a unit is required in order to facilitate the removal of debris for reconstruction of a pre-existing residence on a site or other reason deemed to be in FEMA's or the applicant's best interest. As required, the Contractor shall follow the relevant procedures described in the permanent unit deactivation procedure and the relevant portions of the haul and install procedures.

a. Scheduling – The Contractor shall provide at a minimum 24 hours' notice to the occupant prior to arrival to perform the Reposition.

b. Performance Standard – 100% the units shall be deactivated and repositioned within 12 hours after receipt of the emergency

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

deactivation work-order and the installation shall be complete within twelve (12) hours of the deactivation

- c. **Reporting** - Report of reposition shall be reported daily, as described in Deliverables section of this PWS.

- 10. **CLN 0010 (Relocation (MH/PM))**: Relocate the installed Unit from one site to another. Permitting applications shall be completed before movement of the unit. The Contractor shall use the same material used in the original installation to re-install the unit, as long as the material is in good condition. The Contractor shall follow the procedures described in the unit deactivation procedure and haul and install procedures. The relocation of the unit may be on the same site or the unit may be transported to a different FEMA approved site.

- a. **Scheduling** – The Contractor shall provide at a minimum 24 hours’ notice to the occupant prior to arrival to perform the Relocation.
- b. **Performance Standard** – 100% to be complete and the unit RFO within three (3) days of permit issuance. Complete deactivation and reinstallation of the unit shall be completed within twelve (12) hours.
- c. **Reporting** - Reporting of relocation shall be reported daily, as described in Deliverables section of this PWS.

- 11. **CLIN 0011 (Hard Tow/Heavy Tow-Difficult Site)**: The contractor shall furnish and provide bulldozer, wrecker, crane, or similar equipment to reposition the unit or remove the unit from the designated site if required.

- a. Requirement for necessity of heavy equipment is at the discretion of the FEMA COR.
- b. Light equipment such as a farm tractor or any similar equipment used for the convenience of the Contractor will be at the Contractor’s expense and not reimbursable. This is a per unit CLIN not per piece of equipment CLIN.

- 12. **Maintenance Hotline-Call Center (CLIN –0012)**: The contractor will set up a 24/7 call center as follows:

- a. The Contractor(s) shall provide applicants with a single method of contact to report maintenance and deactivation issues to the Contractor. The Contractor shall set up a call center with a live person, not a recording.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- b. The call center shall be operational at the conclusion of the first unit of acceptance. Up to this timeframe, the incumbent MDC Contractor is responsible for all maintenance calls.
 - c. The number shall be toll free to the applicants.
 - d. The incoming Contractor shall coordinate with the outgoing Contractor so that the call center provides uninterrupted service to the FEMA applicants.
 - e. The Incoming Contractor shall provide the occupant with the call center phone number on a medium that is durable and easy to read. This shall be distributed during the **first 5 days** following award date.
 - f. The call center shall operate 24 hours per day/7 days a week until the last unit has been deactivated or the contract has ended.
 - g. Hold time is not to exceed 5 minutes.
 - h. Calls shall be categorized as emergency or routine and the Contractor shall respond as defined herein.
 - i. **Records shall be maintained of each call.** These records shall be provided to the COR on a daily basis by 10:00 AM EST the following day. The Record of Calls report shall include:
 - i. Temporary housing unit barcode
 - ii. Occupant contact information
 - iii. Unit location
 - iv. Time of call
 - v. Initial response
 - vi. Designation of call as either routine or emergency
 - vii. Type of unit
 - viii. Description and resolution of maintenance issue
 - j. The new MDC Contractor shall transfer call center telephone to FEMA #1-866-621-3362 one day following the last deactivation or end of contract or otherwise directed by FEMA.
13. **CLIN 0013 (Unit Refurbishment):** The contractor shall clean and refurbish units for re-occupancy. The primary focus of “Refurbishment” is to restore a unit to a “new” condition, with the exception of reasonable wear and tear. Unit Refurbishment may include, but is not limited to:
- a. All items covered under the contractor’s maintenance responsibilities,

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- b. Major and Minor Repair or replacement of broken or faulty equipment, systems or furniture,
- c. Repair or replacement of finish materials such as flooring and trim
- d. Cleaning of the floors, kitchens, bathrooms, and all appliances.

14. CLIN 0014 (Clean and Make Ready (THU) for a New Applicant): FEMA shall perform a move-out inspection. This inspection will be done with the occupant present or in some cases when the occupant has vacated the unit.

- a. This move-out inspection consists of identifying the condition on Standard Form 9013 and preparing the unit for re-occupancy. FEMA will notify the contractor to perform a “clean and make ready”. This includes thoroughly cleaning and performing minor maintenance to the unit. Note: This CLIN is to be used if the unit is going to be re-occupied.
- b. The Contractor shall clean, test and make ready for use all appliances and components associated with the unit. This includes but is not limited to:
 - i. Assemble and/or arrange all furnishings for occupancy.
 - ii. Clean and install screens.
 - iii. Ensure the approved and fully charged ABC type fire extinguisher is hanging in the kitchen area.
 - iv. Mount exterior light fixtures, and install bulbs.
 - v. Install interior light globes and covers.
 - vi. Re-install any fallen or missing window coverings.
 - vii. Install new Mattresses.
 - viii. Tightens cabinet door panels and drawers and handle hardware.
 - ix. Activate utility systems and make minor repairs (All parts changed shall be of a quality equal to, or better than, the part being replaced).
 - x. Test water system and make minor repairs (i.e., tighten, adjust, or replace fittings, flare nuts, faucet washers, ball cocks, shower diverters, faucet sets, etc.).
 - xi. Verifies hot/cold water lines are working properly
 - xii. Tighten or replace loose drain line connections (traps, strainer assemblies, etc.), replace toilet wax ring and tank gaskets, as needed.
 - xiii. Tighten loose connections in electrical system.
 - xiv. Test electrical circuits and replace bulbs, breakers, switches, or receptacles, as needed.
 - xv. Test exhaust fans for proper operation and repair as needed.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- c. **Appliances:** Test and make any necessary minor repairs to the refrigerator, range, furnace, air conditioner, and water heater for proper operations.
- i. Adjust pilots and burners, change orifices, water heater elements, etc., as needed.
 - ii. Test smoke detectors and replace if faulty.
- d. **Unit Exterior:**
- i. Ensure steps/ramps are properly installed and secured.
 - ii. Confirm the unit is not missing any siding or shingles.
 - iii. Check that the unit has no broken windows and/or doors
 - iv. Make certain the unit is properly blocked, anchored, and leveled.
 - v. Verify the roof has been checked for leaking and/or damage.
 - vi. Confirm there are no water or sewer leaks.
 - vii. Ensure the ground is level and free of holes, trenches, or other safety hazards around the unit.
 - viii. Check that all pipes have been properly secured, sloped, and winterized using heat tape.
- e. **Final Clean-Up and Readiness:** Clean floors, counters, kitchen equipment, bath fixtures, and windows.
- i. Discrepancies or missing items, report to COR:
 - ii. The Contractor shall provide written notification to the COR when unit is ready for occupancy and final inspection. The COR or designee will inspect the unit within 2 work days.
 - iii. At final inspection, any items/issues that the Contractor has not addressed/performed shall be captured in a punch list.
 - iv. These items shall be corrected within two (2) work days after final inspection.
 - v. The contractor shall provide detailed documentation of what actions the contractor took to remedy the punch list.
- f. **Performance Standards** - 95% of units shall be Clean and Made Ready within (72) hours of the issued work order.
- g. **Reporting** - will be included in daily and weekly reports as described in the Deliverables section of this PWS. Excel format is required.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

15. **CLIN 0015 (Installation of Platform Steps)**: Platform steps will be requested by Direct Housing Operations:
- a. Steps and railings shall be constructed of exterior grade, pressure-treated lumber or composite materials as approved by the COR.
 - b. Nails and screws shall be coated and sized consistent with industry standards.
 - c. The Contractor shall install platform steps with dimensions of 36" x 36" per step and 60" x 60" for each landing
 - d. Handrails shall be constructed with 2" x 4" with the top edges rounded for gripping purposes, and shall be installed on both sides of steps and surround the platform on all sides. All handrails shall be constructed to comply with requirements of the most recent edition of the International
 - e. Residential Code for platforms and stairs greater than 30" above ground: Code calls for 4 inch on center for normal 2x2 balusters, which places the distance between them at no more than 3 ½ inches. This should be the uniform distance between any size baluster.
 - f. The threshold platform shall be constructed with a level platform such that the platform is centered on the door of principal entry into the unit and flush with the doorsill.
 - g. It should also allow the door to swing freely. Steps and platforms shall be placed so that they do not block either access to service ports, vents, warning labels, or impede utility hook-ups.
 - h. The occupant shall be able to fully operate door without having to step off the top platform.
 - i. The platform stairs shall have a non-skid surface using materials that are State and Industry approved (sand added to paint is unacceptable). Other materials for steps that are approved by the State and Local code enforcement jurisdiction may be substituted.
 - j. The Contractor is responsible for providing the supporting documentation of the State and Local approval.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

16. **CLIN 0016 (Installation of UFAS-Compliant Platform and Ramp Up to or at 30 Feet):** **Uniform Federal Accessibility Standards (UFAS)** – There are both state and federal standards that govern the installation of accessible THUs for persons with physical challenges. In the event UFAS THUs need to be utilized, the following standard shall be utilized.
- a. The Contractor is responsible for researching the appropriate requirements and incorporating the requirements into the installation.
 - b. The current Uniform Federal Accessibility Standards are available on the following website:
 - c. <http://www.access-board.gov/ufas/ufas-html/ufas.htm>.
 - d. The Contractor shall prepare the grade and construct a ramp with level platform, such that the platform is centered on the door of principal entry into the Mobile home and flush with the doorsill.
 - e. Contractor shall coordinate ramp design with local authorities to ensure compliance with the current Uniform Federal Accessibility Standards, and State, and Local requirements. The design is to conform to UFAS, State and Local requirements, whichever is most restrictive.
 - f. If there are required changes, the Contractor shall inform the COR in writing for approval.
 - g. If there is a dispute as to which standard is to be utilized, the Contractor shall request guidance from the COR in a written format.
 - h. All Ramps shall be pressure-treated, exterior grade framing lumber or composite materials as determined by the COR. The handrail shall be 2" x 4" safety-edge lumber, sanded and painted white.
 - i. Nails/screws shall be coated and sized consistent with industry standard.
 - j. The overall length of the ramp and platform shall be fixed by the height above the grade of the Mobile home sill and the distance to either a point abreast of the unit, or to a suitable, firm surface, approach to the ramp.
 - k. The ramp pitch shall be one-inch (1") slope for each twelve inches (12") in length (maximum).

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

1. The ramp shall be firmly supported on grade, with mud seals added where necessary because of soil conditions. The ramp and the platform shall have a non-skid surface using materials that are industry approved (sand added to paint is unacceptable).
 17. **CLIN 0017 (Installation of UFAS-Compliant Platform and Ramp over 30 Feet):** Contractor's charge for each additional foot in excess of 30 feet, exclusive of the threshold platform and landing.
 18. **CLIN 0018 (Lawn Services (mow/weed around THU as directed)):** Contractor will ensure the area around pad site is mowed and trimmed as directed by COR
 19. **CLIN 00019 (Snow/Ice Removal from UFAS Ramps (as directed)):** Ensure UFAS stairs and ramps are free of ice and snow to driveway
 20. **Additional Utility Extension of Sewer-above ground CLIN 0020**
 21. **Additional Utility Extension of Sewer-buried-CLIN 0021**
 22. **Additional Utility Extension of Water CLIN 0022**
 23. **Additional Utility Extension for Electrical CLIN 0023**
 24. **Additional Excavation-CLIN 0024:** Additional excavation beyond 48 inches must be pre- approved by COR
-
11. **WARRANTY OF WORK:** All work performed under this contract shall be warranted for a period of 90 days from work order completion.
 12. **WORK ORDER ISSUANCE:** Labor costs are covered under the monthly maintenance fee. FEMA reserves the right to issue work to staff and other resources to perform the mission. Maintenance work will come with a 90 day warranty by the Contractor performing the work.
 13. **MISCELLANEOUS INFORMATION / INSTRUCTIONS:**
 - a. The COR will issue work orders for Miscellaneous, Emergencies and Deactivations.
 - b. The Contractor shall issue his/her own internal Work Orders for Routine Maintenance generated from applicant calls to the Contractor Call Center or generated by the Contractor field workers. A copy of that Work Order

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

shall be sent to the COR for the purposes of documenting maintenance on the units. Each work order shall contain the following information:

- i.* Site Location
 - ii.* Applicants Name and Address
 - iii.* Telephone Number
 - iv.* Description of Work to be completed
 - v.* Other Information, if required
- c.* The Contractor shall be prepared to (deactivate/haul and install etc.) commence work immediately upon receipt of a Work Order.
- d.* Performance under each work order is mandatory.
- e.* Work Orders from FEMA may be issued by written telecommunications (facsimile and/or email).
- f.* NOTE: All orders received at or after 2:00 pm will be considered next day orders.
- g.* The Contractor shall complete all work orders prior to requesting the applicant or authorized representative's signature and printed name and contact number. In lieu of the Contractor receiving the occupant's signature, the Contractor may receive a signature of an authorized COR/TM or occupant.
- h.* In the event that a Contractor's employee signs a work order, the Contractor shall follow up with an independent quality control contact with the applicant or authorized representative on 100% of all work orders.
- i.* The printed name or other method of identification for each of the Contractor's quality control inspectors shall be incorporated on any maintenance record reviewed under the Contractor Quality Control Plan.

14. **DELIVERABLES:** All work activities shall be included in the Contractor's Daily Reports as defined by the COR and mission requirements.

- a.* **Unit Inspection Report** – The Contractor shall provide to the COR the status of maintenance issues and habitability of all units daily until the end of the Transition Period (CLIN 0001).
- b.* **Transition Plan** – is due within 48 hours of final contract award.
- c.* **Contractor Employee/Subcontractor Names Report** – The Contractor shall provide the names of all personnel (including temporary personnel and/or sub-Contractors) to the COR in writing within two (2) business days after start of contract and within 2 business days any change of personnel thereafter.
- d.* **Quality Control Plan** – Contractor shall provide a comprehensive Quality Control Plan “detailing the metrics” that shall be used to evaluate performance and the process for implementing corrective measures to improve performance (within 48 hours upon the effective date of the award).

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- e.* **Report of Open Issues** – The Contractor shall meet with the Contracting Officer (or designated representative) at a time and location of mutual agreement to ensure a positive flow of communication and resolve open items.
 - f.* **Loss of Life Reports** – If emergency involves loss of life the COR shall be notified immediately!
 - g.* **Daily Call Center Record of Call** – The Contractor shall provide to the COR by 10:00 am Central Standard Time a copy of all Call Center Record of Calls for the previous day.
 - h.* **Daily Clean and Make Ready Report (CMRs)** – The Contractor shall provide a Clean and Make Ready Report for any new applicant to the COR by 10:00 AM Central Standard Time the following work day.
 - i.* **Monthly Percent To Completion and Monthly Invoices Reports** – (in MS-Excel) shall include the following on individual “tabs” but not be limited to Site Assessments, Haul and Install, Maintenance and Deactivations, Relocations and Repositions.
 - j.* **Weekly Repair Part Backorder Report** – The Contractor shall deliver to the COR each Monday by 10:00 am Central Standard Time, for Government approval a written report of all backordered repair parts that are preventing the accomplishment of maintenance by unit barcode.
 - k.* **Daily Maintenance Report** – The Contractor shall provide a daily report of maintenance to the COR by 10:00 AM Central Standard Time the following work day.
 - l.* **Site Assessment**
 - m.* Spreadsheet with each unit invoiced, work order numbers, the site control number, bar code number, and the name of applicant.
 - n.* **Site Inspection Request for each unit.**
 - o.* **Signed Ingress-Egress agreement for each unit.**
 - p.* **Phase-Out Plan** – The Contractor shall deliver, to the COR for Government approval, a Phase-out Plan prior to the last 30 calendar days of the contract completion, or as negotiated by Contracting Officer.
15. **QUALITY CONTROL PLAN (QCP):** Contractor shall provide a comprehensive Quality Control Plan “detailing the metrics” that shall be used to evaluate performance and the process for implementing corrective measures to improve performance. The QC Plan is due to the COR within 48 hours after the effective date of contract award - for his or her approval.
- a.* The Contractor shall be responsible for developing and submitting its QCP with its proposal for government approval to demonstrate compliance with the schedule of contract deliverables.

Attachment D.1 Statement of Work

Solicitation: HSFE02-13-R-1106

- b.* The QCP provided by the Contractor shall be the basis for the Government developed Quality Assurance Surveillance Plan (QASP). The QASP will be utilized to develop the Contractors performance grade.



FEMA

Department of Homeland Security
Federal Emergency Management Agency

DR-4086 NJ

Maintenance and Deactivation Requirement
Quality Assurance Surveillance Plan (QASP)

January 2013

Table of Contents

I.	INTRODUCTION.....	3
II.	SCOPE.....	4
III.	PERFORMANCE CRITERIA.....	5
	A. Timeliness (SSPA#1).....	5
	B. Customer Satisfaction (SSPA#2).....	7
	C. Quality (SSPA#3).....	8
	D. Overall Performance Score.....	9
IV.	PERFORMANCE REQUIREMENTS SUMMARY.....	10

EXHIBITS:

1. Customer Satisfaction Surveys (for Routine and Emergency Maintenance {1a} and Deactivations {1b})
2. Maintenance Quality Survey
3. Deactivation Quality Survey

F-1. PERFORMANCE: Quality Assurance Surveillance Plan (QASP):

1. INTRODUCTION

Contractor shall perform according to the requirements in the Statement of Work (SOW); Section C. Contractor activity will be monitored by the Contracting Officer's Representative (COR), with assistance from the Technical Monitor and/or other designated staff to ensure full compliance with contract terms and conditions. The contractor's performance will be evaluated on a quarterly basis. This Quality Assurance Surveillance Plan (QASP) outlines the procedures that will be used in assessing and measuring the quality of contractor performance. This Quality Assurance Surveillance Plan (QASP) has been developed to support the requirements set forth in the SOW for Maintenance and Deactivation Services for DR- 4086 NJ North Dakota. Due to the criticality and the nature of this contract in providing assistance to victims of disasters, FEMA must monitor and evaluate performance to ensure that quality services, supplies, and work performed are rendered in an expedited manner with minimal setbacks. The role of the government is to perform quality assurance to ensure that contract and task order requirements are appropriately achieved. The purpose of this QASP is to document procedures, guidelines, and evaluation criteria the Government will use to monitor, evaluate, and ensure the contractor provides appropriate technical performance and quality service in a timely manner consistent with the objectives, mission, and performance requirements in the SOW via the most cost efficient means available.

- a. The COR is responsible for monitoring Contractor performance on a task order basis. The COR will provide overall technical management, and monitor contractor performance. The Technical Monitor (or other designated staff member) will document Contractor's progress and performance, and inform the COR immediately regarding any potential problems and recommended courses of action. Problems of a contractual nature (as opposed to technical) must be reported to the Contracting Officer immediately.
- b. The method of surveillance will involve monitoring Work Order records, Property Transfer Reports (PTR), actual receipt of repairs, call logs, contractor maintenance/deactivation logs and phone or in-person interviews with customers. The contractor shall provide reports to COR on maintenance performed and deactivations as specified in the PWS.

- c. Selected Service Performance Areas (SSPAs) are scored on the basis of achievement under individual task orders (See para IV. Below). There are no financial incentives or disincentives under this contract and QASP.
- d. The Contractor, Technical Monitor (or other designated staff member), and COR will partner throughout the life of each task order and discuss the quality of performance during weekly meetings (conference calls or face-to-face meetings), or more frequently if necessary. Performance results will be documented by the Technical Monitor (or other designated staff member). The Contractor and COR (or other designated staff member) will affix their signatures to indicate agreement.
- e. If the Contractor and COR are unable to reach agreement on the evaluation results, then the matter shall be elevated to the Contracting Officer. The Contracting Officer will consider any discrepancies between the Contractor and the COR, and issue a final decision. There is no provision for the Contractor to appeal the Contracting Officer's final decision. The original evaluation shall be forwarded to the Contracting Officer for retention in the Official Contract File, and one copy each shall be provided to the Contractor and the COR.

Roles and Responsibilities

Contracting Officer (CO)

The CO ensures performance of all requirements of the Basic Contract and Task Orders (TO) to ensure compliance with the terms and conditions of the contract and/or TO. The CO safeguards the interests of the government in the contractual relationship. The CO will receive all discrepancy reports and forward them to executive management of the contractor for action upon each concurrence of a noted discrepancy. The CO may monitor, perform surveillance, and evaluate the contractor's performance at any time during the life of the contract and/or TO.

Contracting Officer's Representative (COR) (Task Order/disaster basis).

The COR will serve as a designated government representative for monitoring, surveillance, evaluating and performing quality assurance activities for the task order. The COR ensures the contractor quantity, cost effectiveness, timeliness, and performance is monitored, assessed, recorded, and documented. The COR responsibilities are contained in the written Letter of Designation from the CO.

Technical Monitor (TM)

The TM assists the COR in observing the progress of the contractor's performance and reports findings to the COR in a timely, complete and impartial manner. The TM assists the COR in monitoring, assessing, recording and reporting on the technical performance of the contractor.

Contractor

The contractor must develop a QCP, subject to CO and COR approval, that sets forth procedures and responsibilities for ensuring high-quality work adequately addressing and

supporting the mission requirements, objectives, and schedules in the most cost-efficient manner.

f. SCOPE

A. The Selected Service Performance Areas (SSPAs) include the following categories:

1. Timeliness
2. Customer Satisfaction
3. Quality,

g. PERFORMANCE CRITERIA

A. Timeliness (SSPA #1)

1. Timeliness will be evaluated for Routine Maintenance, Emergency Maintenance and Deactivation.
 - a. Pursuant to the SOW Exhibit 1 and Exhibit 2 , the contractor shall:
 - i. Respond and initiate emergency repairs within six (6) hours of receipt of the emergency request with the tools, equipment and supplies, necessary to make repairs.
 - ii. Pursuant to PWS, the contractor shall initiate and complete routine maintenance repairs within forty-eight (48) hours after receipt of the request or monthly scheduled maintenance whichever comes first. Contractor shall complete routine maintenance items within seventy-two (72) hours of initial visit.
 - iii. Pursuant to PWS, the contractor shall imitate and complete routine deactivation requests for manufactured homes (MH) and Park Models (PM) within seven (7) calendar days after receipt of the work order.
 - iv. MH units must have deactivation initiated on an emergency basis within six (6) hours of receipt of Work Order. The work must be completed the same day as the Work Order is issued.
 - b. Once per quarter, following the start of the performance period, the COR, Technical Monitor, or other designated staff member will select for evaluation the work orders issued for the month prior in each of the following three areas of

Attachment D.2 – **Inspection and Acceptance**
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Solicitation: HSFE02-13-R-1106

performance: (1) emergency maintenance, (2) routine maintenance and (3) deactivations.

- c. The COR, Technical Monitor, or other designated staff member will receive from the contractor a single Excel spreadsheet of all emergency maintenance, routine maintenance and deactivation work orders issued during the prior month. Each row of data shall include, at a minimum:
 - i. The type of work order issued (emergency maintenance, preventive, routine maintenance and deactivation);
 - ii. The occupant's name;
 - iii. The occupant's billing address
 - iv. The occupant's contact phone number;
 - v. The occupant's Mobile Home bar code;
 - vi. A description of the work performed;
 - vii. The date and time the work was requested and completed;
 - viii. And the status of the work order (if work order is incomplete, state why, what needs to be done, what has been done and who needs to complete the action.)
- d. A minimum of 5% of the total number of work orders should be randomly sampled every month. If fewer than twenty five (25) work orders have been issued in a given month for any one of the three areas, then 100% inspection will be performed instead of random sampling.
- e. An Excel spreadsheet of the Customer Satisfaction and Quality Survey results of each occupant randomly selected will be maintained on a monthly basis.
- f. The COR, Technical Monitor, or other designated staff member will randomly select at least a 5% sample of work orders and serviced customers for call-outs. IF fewer than twenty five (25) work orders have been issued in a given month, then 100% call-outs will be performed instead of random sampling. Using the Customer Satisfaction Survey, Exhibits 1a and 1b, designated staff will contact the customers, ask them to answer the questions on the survey, and thus determine those customer's levels of customer satisfaction. Scores will be calculated for each survey performed and recorded on the Excel spreadsheet.
- g. The COR will administer performance surveillance on an on-going, quarterly basis, in order to more frequently update contractors regarding their performance quality levels.

- h. For each randomly selected work order, determine whether the emergency maintenance, routine maintenance, or deactivation was accomplished within the timeframes in III.A.1.a. Maintain a tally of those randomly selected work orders performed in a timely fashion versus those work orders performed in a tardy fashion.
2. This Timeliness performance will be factored within two other percentage sub-scores, one for Customer Satisfaction and one for Quality, to arrive at one Overall Performance percentage score.

B. Customer Satisfaction (SSPA #2)

1. Customer Satisfaction is evaluated for Routine Maintenance, Emergency Maintenance, and Deactivations.
 - a. Pursuant to the SOW, the contractor shall provide maintenance and deactivation services and activities in a professional manner, incorporating valuable customer service, performance and quality assurance measures into the task, to ensure that disaster impacted individuals and households occupying the temporary housing units are treated and served with courteous and timely services.
 - b. During each calendar month, the COR, Technical Monitor, or other designated staff member will randomly select a statistically significant sample of the work orders issued in each of the following three areas of performance: (1) emergency maintenance (2) routine maintenance, and (3) deactivation. The samples to be used will be the same sample identified and collated in Steps III.A.1.b.-III.A.2. listed above.
 - c. The COR, Technical Monitor, or other designated staff members will designate the randomly selected sample of work orders and the serviced customers, to be called. Using the Customer Satisfaction Survey, Exhibits 1a and 1b, designated staff will contact the customers, ask them to answer the questions on the survey, and thus determine those customer's levels of customer satisfaction. Scores will be calculated for each survey performed and put on an Excel spreadsheet.
2. The Customer Satisfaction sub-score will be calculated as the average score for all surveys performed.

Example: If 10 surveys are performed and the contractor received the following customer satisfaction scores:

90%, 80%, 70%, 90%, 80%, 70%, 90%, 80%, 70%, 90%, = 810

810 total percentage points divided by 10 samples = 81%

Then the average score for the 10 surveys would be 81% and the Customer Satisfaction sub-score would be 81%

This Customer Satisfaction sub-score will be averaged within the Quality Survey's other percentage sub-scores, to arrive at one Overall Performance percentage score.

C. Quality (SSPA#3)

1. Quality will be evaluated for Routine/Emergency Maintenance, Deactivation and Group Site Maintenance.
 - a. The contractor shall ensure that work is performed pursuant to the standards listed in the Statement of Work.
 - b. During each quarter, the COR, Technical Monitor, and other designated staff member will select a sample of the work orders issued in each of the following three areas of performance: (1) emergency maintenance (2) routine maintenance, and (3) deactivation. The sample to be used will be the same sample identified and collated in Steps III.A.1.a-III.A.2 listed above.
 - c. The COR, Technical Monitor, or other designated staff members will utilize Exhibit 2, Maintenance Quality Survey, to evaluate Emergency and Routine Maintenance, and Exhibit 3, Deactivation Quality Survey, to evaluate Deactivations. Scores will be calculated for each survey performed for each of the randomly selected work orders.
2. The Quality sub-score will be calculated as the average score for all surveys performed. The formula is the same as used in above noted III.B.2. This Quality percentage sub-score will be averaged as one of the two percentage sub-scores including sub-score for Customer Satisfaction, to arrive at one Overall Performance percentage score.

D. Overall Performance Score

1. The Customer Satisfaction, and Quality (with Timeliness factored in) sub-scores will be averaged to obtain a single Overall Performance score.

2. Rating Scores:

Overall Performance score of 69.99% or lower: Unsatisfactory

Overall Performance score of 70% -79.99%: Marginal

Overall Performance score of 80%-89.99%: Satisfactory

Overall Performance score 90%-94.99%: Excellent

Overall Performance score of 95% or higher: Outstanding

3. There are no financial incentives or disincentives under this contract or QASP.

h. PERFORMANCE REQUIREMENTS SUMMARY

A. The Performance Requirements Summary (PRS), which follows, summarizes (in chart form):

1. The Selected Service Performance Areas (SSPAs) critical to successful performance,
2. The minimum standard,
3. The paragraph cited in the SOW where a description of the exact requirement can be found,
4. The method of surveillance and,
5. The scoring and measurement system to be applied to each SSPA.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Selected Service Performance Area (SSPA)	Performance Requirement	Performance Measurement and Calculation	Method of Surveillance
SSPA#1 Timeliness a. Emergency Maintenance	a. Initiate and complete 100% emergency repair requests within six (6) hours of receipt of emergency request	1.a. 69.99% and below of the maintenance calls and deactivation requests were responded to within the timeframe: Unsatisfactory 1.b. 70%-79.99% of the	Random sampling Minimum 5% up to 100% surveillance

Attachment D.2 – Inspection and Acceptance
 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
 Solicitation: HSFE02-13-R-1106

Selected Service Performance Area (SSPA)	Performance Requirement	Performance Measurement and Calculation	Method of Surveillance
b. Routine Maintenance	b. Contractor shall repair 90% of all routine maintenance service calls on the first visit. 100% complete within 72 hours of initial visit	maintenance calls and deactivation requests were responded to in the appropriate timeframe: Marginal 1. c. 80%-89.99% of the maintenance calls and deactivation requests were responded to in the appropriate timeframe. Satisfactory 1.d. 90%-94.99% of the maintenance calls and deactivation requests were responded to in the appropriate timeframe:	Random sampling Minimum 5% up to 100% surveillance
c. Deactivation (MH/PM)	c. Initiate and complete routine deactivation requests within seven (7) calendar days after receipt of the work order	Excellent 1.e. 95% and above of the maintenance calls and deactivation requests were responded to in the appropriate timeframe: Outstanding	Random sampling Minimum up to 100% surveillance

Attachment D.2 – **Inspection and Acceptance**
QUALITY ASSURANCE SURVEILLANCE PLAN (**QASP**)
Solicitation: HSFE02-13-R-1106

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Selected Service Performance Area (SSPA)	Performance Requirement	Performance Measurement and Calculation	Method of Surveillance
---	--------------------------------	--	-------------------------------

Attachment D.2 – **Inspection and Acceptance**
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Solicitation: HSFE02-13-R-1106

Selected Service Performance Area (SSPA)	Performance Requirement	Performance Measurement and Calculation	Method of Surveillance
SPA#2 Customer Satisfaction a. Emergency Maintenance Customer Satisfaction b. Routine Maintenance Customer Satisfaction c. Deactivation Customer Satisfaction	The Contractor will be determined to have met the minimum requirement for customer satisfaction when the average Customer Satisfaction score tallied from all surveys is 80% or higher (Exhibit 1)	1. a. Average Customer Satisfaction score is 69.99% or lower. Unsatisfactory 1. b. Average Customer Satisfaction score is between 70%-79.99%. Marginal 1. c. Average Customer Satisfaction score is between 80%-89.99%. Satisfactory 1.d. Average Customer Satisfaction score is between 90%-94.99% Excellent 1. e. Average Customer Satisfaction Score is 95% or higher. Outstanding	Random sampling Minimum 5% up to 100% surveillance

Attachment D.2 – Inspection and Acceptance
 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
 Solicitation: HSFE02-13-R-1106

Selected Service Performance Area (SSPA)	Performance Requirement	Performance Measurement and Calculation	Method of Surveillance
SSPA#3 Quality a. Emergency Maintenance Quality: PWS and QASP	The contractor will be determined to have met the minimum requirement for quality when the average Quality score tallied from all surveys is 80% or higher.	1.a. Average Quality score is 69.99% or lower: Unsatisfactory	Random sampling Minimum 5% up to 100% surveillance
b. Routine Maintenance Quality: PWS and QASP		1. b. Average Quality score is between 70%-79.99%. Marginal	
c. Deactivation Quality: PWS and QASP	The contractor will be determined to have met the minimum requirement for quality when the average Quality score tallied from all surveys is 80% or higher.	1.c. Average Quality score is between 80%-89.99%: Satisfactory 1. d. Average Quality score is between 90%-94.99. Excellent 1. e. Average Quality score is 95% or higher. Outstanding	Random sampling Minimum 5% up to 100% surveillance

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Selected Service Performance Area (SSPA)	Performance Requirement	Performance Measurement and Calculation	Method of Surveillance
<p>Overall Performance</p>	<p>The Contractor will be determined to have met the minimum requirement for overall performance when the average Overall Performance score is 80% or higher.</p> <p>An Overall Performance score of less than 80% is unacceptable; a score of 90% or over is excellent or outstanding.</p>	<p>1. a. Overall Performance score is 69.99% or lower. Unsatisfactory</p> <p>1. b. Overall Performance score is between 70%-79%. Marginal</p> <p>1. C. Overall Performance score is between 80%-89.99%. Satisfactory</p> <p>1.d. Overall Performance score is between 90%-94.99% Excellent</p> <p>1. e. Overall Performance score is 95% or higher. Outstanding</p>	<p>1.a. Unsatisfactory</p> <p>1.b. Marginal</p> <p>1.c. Satisfactory</p> <p>1.d. Excellent</p> <p>1.e. Outstanding</p> <p>Invoice changes will not be required under this QASP</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Exhibit 1a

Customer Satisfaction Survey (Routine and Emergency Maintenance)

FEMA-DR 4086		
Use the following scale to answer the satisfaction questions.		
1 = Completely Inappropriate		4 = Very Appropriate (Very Good)
2 = Somewhat Inappropriate		5 = Completely Appropriate (outstanding)
3 = Appropriate (Minimum Requirement)		
1	Did the contractor perform in an acceptable manner (attitude, professional attire, badge displayed, and professionalism)?	
2	Did the contractor respond in a timely manner?	
3	Did the contractor address (examine and repair) the problem?	
4	Did contractor’s arrival match the scheduled time, and did he/she provide information for future monthly maintenance?	
5	Did contractor restore the site and not leave any safety hazards?	
Observation Score Total		

Attachment D.2 – **Inspection and Acceptance**
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
 Solicitation: HSFE02-13-R-1106

	Total raw score:			
	Divide by .25 to obtain Customer Satisfaction Rating			
Registration # or ID				
Address				
Phone				
Date				
Interview				
Remarks				

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Exhibit 1b

Customer Satisfaction Survey (Deactivations)

FEMA-DR 4086		
Use the following scale to answer the satisfaction questions.		
1 = Completely In-appropriate		4 = Very Appropriate (Very Good)
2 = Somewhat In-appropriate		5 = Completely Appropriate (outstanding)
3 = Appropriate (Minimum Requirement)		
1	Did the contractor perform in an acceptable manner (attitude, professional attire, badge displayed, and professionalism)?	
2	Did the contractor respond in a timely manner?	
3	(ask in the event of a reinstallation or repositioning) Was the deactivation/reinstallation or deactivation/repositioning completed within a twelve hour timeframe, so that the applicant was not displaced overnight?	
4	Did contractor’s arrival match the scheduled time?	
	Did contractor restore the site and not	

Attachment D.2 – **Inspection and Acceptance**
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
 Solicitation: HSFE02-13-R-1106

5	leave any safety hazards?			
Observation Score Total				
	Total raw score:			
	Divide by .25 to obtain Customer Satisfaction Rating			%
Registration # or ID				
Address				
Phone				
Date				
Interview				
Remarks				

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Exhibit 2

MAINTENANCE QUALITY SURVEY

Description of Standard	Compliant	Non-Compliant
Maintenance (100% maximum score)		
1. Contractor performed monthly preventative maintenance inspection for unit whose work order is being surveyed, either for month of survey or previous month (previous month if surveyed work order is for routine or emergency maintenance call which originated from applicant and monthly preventative maintenance inspection is scheduled for later in the month). (10 percentage points)		
2. Contractor provided appropriate FEMA reports detailing the surveyed work order in a timely manner as required. (10 percentage points)		
3. Contractor left the occupant a summary of the findings and work performed for any of visit and service call (preventative maintenance, routine maintenance, or emergency maintenance (10 percentage points)		
4. Did contractor perform contractor responsibilities according to the SOW? To include phone service, hours of operation, facilities, identification, resources, warranty, and reporting problems? (20 percentage points)		
5. Contractor reported maintenance		

problems covered by warranty. (10 percentage points)		
6. Qualified Contractor personnel performed the maintenance work. (10 percentage points)		
7. Contractor did all things necessary to maintain/repair the unit to a safe, working, livable and comfortable condition, with the exception of those things that the occupants could reasonably maintain/repair. (20 percentage points)		
8. Contractor used new materials of a quality equal to or better than the materials that were replaced. (10 percentage points)		
<p>Total Percentage Points: _____%</p> <p>Work Order Number: _____</p> <p>Quality Survey Performed By: _____</p>		

PERFORMANCE REQUIREMENTS SUMMARY (PRS)
Exhibit 3
DEACTIVATION QUALITY SURVEY

Description of Standard	Compliant	Non-Compliant
Deactivations (100% maximum score)		
1. Did contractor perform Deactivation Preparation according to the SOW? (10 percentage points)		
2. Did the contractor secure the interior fixtures, equipment, and furnishings of the unit according to the SOW? (10 percentage points)		
3. Did the contractor secure the exterior according to the SOW? (10 percentage points)		
4. Did contractor perform the cleaning and fumigating according to the SOW? (10 percentage points)		
5. Did contractor perform the winterization according to the SOW? (10 percentage points)		
6. Did contractor remove the debris associated with the deactivation in accordance with the SOW? (20 percentage points)		
7. Did the contractor use the appropriate equipment resources to perform deactivation (10 percentage points)		
8. Did contractor at any time leave unattended or otherwise unprotected, any excavation or safety hazard that might cause injury to any person? (20 percentage points)		

Total Percentage Points: _____%

Work Order Number: _____

Quality Survey Performed By: _____

1. Definitions:

- 1.a. **Appliances** - This includes, but is not limited to, all unit appliances such as a range, refrigerator, microwave, water heater, furnace, air conditioner, etc.
- 1.b. **Base of Operation** - The location(s) from which the Contractor shall maintain an office with adequate storage and shop facilities within a radius of 50 miles; to efficiently provide for the Government's maintenance obligation and requirements.
- 1.c. **Components replaced by occupant** - These are such items as light bulbs, stoppers, drain baskets, extra door keys, etc. unless associated with the repair or replacement of a related component.
- 1.d. **Contractor** – This can denote the Contractor, the Contractor's Representative, Acting Agent, and Subcontractor etc.
- 1.e. **Designated Holding Area** – A secure and safe place where deactivated units are placed until they are transported to their long term storage locations.
- 1.f. **Direct Housing Operations (DHOPS)** – Direct Housing Operations provides temporary housing to eligible disaster survivors.
- 1.g. **Electrical System** - This includes all wiring and associated parts from the Power Company's connection on the meter loop pole or pedestal, to and throughout the manufactured unit, including underground entrance cable. It includes all installed components up to the approved power source.
- 1.h. **Emergency Maintenance/Repairs** – These are defined as repairs authorized under Emergency Maintenance and necessary to eliminate a serious health, safety, or security hazard.
- 1.i. **Entrance/Exit components** - This includes all work associated with and/or including servicing, building, or repairing all stairs and ramps leading to the entrance(s) of the unit.
- 1.j. **Exterior Components** – These are all panels, siding, windows, screens, blocking, anchoring, skirting, roofing, exterior doors, outside compartments and other FEMA-provided accessories.
- 1.k. **Firm Fixed Unit Price – (FUP)** – This contract type provides for the payment of a predetermined amount (the contract price) to the contractor provided they perform the work in accordance to the terms of the contract.
- 1.l. **Heating and Cooling System (HVAC)** – These are all major components and ducts including wiring and associated parts.
- 1.m. **Interior Components** - These include the unit cabinetry, countertops, doors and doorways, ceiling, walls, furnishings, appliances, mirrors, and other FEMA-provided accessories, as determined by FEMA.
- 1.n. **Maintenance and Deactivation Contractor (MDC)** – Identified in this Contract as "Contractor" and distinct from the IA-TAC III Contractor. The MDC takes over the operation of the FEMA temporary housing mission established by the Incumbent Contractor.

Attachment D.3 – Glossary and Terms

Solicitation: HSFE02-13-R-1106

- 1.o. **Monthly Preventive Maintenance Inspections** – Inspection work orders are generated and performed by the Contractor on a monthly basis on all units assigned to keep each unit in satisfactory operating condition.
- 1.p. **Major Material Items** – identified as any items purchased for the performance of service that are valued at over \$151 (such as, but not limited to: refrigerators, water heaters, ranges, axles, exterior doors, unit tires, complete furnaces, complete air conditioning units).
- 1.q. **Miscellaneous Maintenance** - Tasks approved by the COTR which are not described in a specific line item and the associated work can properly be charged to the miscellaneous CLIN.
- 1.r. **Mobile Home (MH)** – A factory-built manufactured housing unit with two to three bedrooms which is usually placed in one location but retains the ability to be moved if necessary.
- 1.s. **Park Model (PM)** – A factory-built manufactured housing unit which is UFAS compliant. They are intended for semi-permanent or recreational use.
- 1.t. **Performance Standards** – The standard for completeness, reliability, AND accuracy.
- 1.u. **Plumbing System** - Plumbing includes all water and sewer lines and tanks inside the unit and all external lines from the unit to the utility main or the park owner’s connection (where applicable). This includes inspecting faucets and water fixtures, sewer lines and valves.
- 1.v. **Routine Maintenance** – These are repair or service visits to correct issues which do not cause an immediate threat or hazard to health, safety or security of the occupants. These service calls are generated by the occupants or FEMA.
- 1.w. **Technicians** - Persons who are appropriately licensed and certified to inspect, analyze, and repair units electrical, plumbing, and chassis/towing systems as well as repairing interior components, and appliances. Technicians may need certifications or licenses depending on location and local ordinances.
- 1.x. **Unit** – Unless otherwise specified, it is the unit.
- 1.y. **Unit Relocation** – The movement of a unit to another site.
- 1.z. **Unit Reposition** – The movement of a unit on the same site.
- 1.aa. **UFAS** - Uniform Federal Accessibility Standards. For more detail on these requirements, please see <http://www.access-board.gov/ufas/ufas-html/ufas.htm>

2. Acronyms and Glossary of Terms

ABA	Architectural Barriers Act
ACO	Administrative Contracting Officer
ADA	Americans with Disabilities Act
AFO	Area Field Office
APL	Acceptable Performance Level
ABS	Acrylonitrile Butadiene Styrene

Attachment D.3 – Glossary and Terms

Solicitation: HSFE02-13-R-1106

BC	Bar Code
CFR	Code of Federal Regulations
CMR	Clean & Make Ready
CO	Contracting Officer
COB	Close Of Business
COR	Contracting Officers Technical Representative
COTR	Contracting Officers Technical Representative
DARAC	Disaster Assistance Replacement Assistance Consideration (FEMA system)
DHOPS	Direct Housing Operations
DWS	Domestic Water System
EGS	Emergency Group Site
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FTR	Federal Travel Regulations
GFE	Government Furnished Equipment
GFI	Ground Fault Interceptor
GPS	Global Positioning Satellites
GSA	General Services Agency
HOMES	Housing Operations Management Enterprise System (FEMA system)
HUD	Housing and Urban Development
HVAC	Heating, Ventilation, and Air Conditioning
IBC	International Building Code
IRS	Internal Revenue Service
IWO	Installation Work Order
JFO	Joint Field Office
LIMS	Logistics Information Management System
LOG	Logistics
LP	Liquid Propane
MH	Mobile Home
MHA	Manufactured Home Accessible
MHC	Manufactured Home Commercial site
MHG	Manufactured Home Group site
MHP	Manufactured Home Private site
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration
PHP	Permanent Housing Plan
PM	Park Model
PMI	Preventative Maintenance Inspection
POC	Point of Connection
PWS	Performance Work Statement
QA	Quality Assurance
QC	Quality Control
RFD	Ready For Deployment

Attachment D.3 – Glossary and Terms

Solicitation: HSFE02-13-R-1106

RFE	Ready For Electric
RFO	Ready For Occupancy
RFU	Ready for Utilities
ROE	Right Of Entry
RoHS	Restriction of Hazardous Substances
RV	Recreational Vehicle
SFHA	Special Flood Hazard Area
SIR	Site Inspection Request
SN	Serial Number
SOP	Standard Operating Procedure
SOW	Statement of Work
TAC	Technical Assistance Contract
TCO	Terminating Contracting Officer
TD	Technical Details
THSS	Temporary Housing Storage Site
THU	Temporary Housing Unit
TM	Technical Monitor
TT	Travel Trailer
TTA	Travel Trailer Accessible
UFAS	Uniform Federal Accessibility Standards
UPC	Uniform Plumbing Code
UPS	Uninterrupted Power Supply
VIN	Vehicle Identification Number

A. General Information:

- a. Solicitation Number: HSF02-13-R-1106
- b. Issue Date: Saturday, January 26, 2013
- c. Response Deadline: Thursday, February 28, 2013, 2:00 pm EST
- d. Classification Code: Z161 – Maintenance of Family Housing Facilities
- e. Set Aside: Local Firms, Small Business
- f. NAICS Code: 238990 – All other Specialty Trade Contractors

B. Submission Requirements: Response to this Solicitation is restricted to the participation of Small Businesses located in DR-4086 New Jersey disaster area .

1. **Submission Deadline:** The due date/time for receipt of proposals is no later than **Thursday, February 28, 2013, at 2:00 PM Eastern Time (EST)**. The proposal packages along with Past Performance questionnaires (see specific requirements for the submission of past performance questionnaires) should be properly identified by the following:

<p>PROPOSAL SUBMITTED IN RESPONSE TO RFP: HSFE03-13-R-1106 CONTRACTING OFFICER: Sharon Edwards DUE DATE: 2/28/2013, 2:00 pm Eastern Standard Time (EST)</p>
--

2. **Proposal Delivery:** Offers may be **mailed or hand-delivered** to the **DHS/FEMA JFO, 307 Middletown-Lincroft Road, Lincroft, NJ 07738, ATTN: Sharon Edwards (Contracting Department)**. Mailed copies must be sent returned receipt and must reach address above before the proposal submission deadline specified in paragraph (1).
3. For delivery purposes, this address is a secure facility. Please call Sharon Edwards at 202-714-4838 prior to delivery of your documents so she can meet you at the front door to accept it.
- 4.
5. **Late Submissions:** FAR 52.212-1(f) applies. *See Clauses, Section C of this solicitation*
6. **Questions:** All clarification questions regarding the solicitation must be submitted electronically to the Contracting Officer at Sharon.edwards3@fema.dhs.gov. **Absolutely no phone calls will be accepted regarding any portion of this solicitation.**

Attachment E.1 **Submission Requirements and Additional Instructions**

Solicitation: HSFE02-13-R-1106

Prior to submission of proposals, contractors are expected to reach a reasonable understanding of the requirements of this RFP by a careful study of the RFP and by application of qualified knowledge and experience. If such a review establishes the need for correction or clarification of the RFP, such information should be brought to the attention of the Contracting Officer immediately, so that the matter can be resolved. Contractors should submit any questions regarding the solicitation no later than **Friday, February 8th, 2013 at 3:00 PM EST.** Any questions received after that date will not be considered.

Questions should be prepared in the following format.:

Date: _____

From: (Name, Company, and Phone Number of Offeror)

To: Sharon.edwards3@fema.dhs.gov

	Offeror Question	RFP paragraph and page # that relates to Offeror's question:	Offeror recommended answer or solution (if any)
1			
2			
3			

- 7. Amendments:** An amendment to this solicitation will be issued on **Wednesday, February 13, 2013**, to respond to questions received and any clarifications to the solicitation.

C. Proposal Delivery Instructions: Offerors shall submit the following:

- a. Offers shall submit one (1) original and three (3) copies of the proposal. Each proposal shall be submitted as one package in two separate binders or folders (Volume 1 and Volume II) with the sealed
- b. Past Performance questionnaire shall be sealed and placed in Volume I of the original copy of the proposal. See Attachment E.2
- c. There is a 40-page limit for each proposal.

D. Proposal Content:

- a. Proposals shall be submitted in one binder or folder (Volume I and Volume II) format. Each Binder/folder shall be marked with the following:
 1. Solicitation Number: HSF02-13-R-1106
 2. Company Name
 3. Response Deadline: Thursday, February 28, 2013, 2:00 p.m. EST
- b. Pages shall be numbered and bookmarked with tabs for the following sections
 - Technical Approach (includes Phase-in plan and Quality Control Plan)
 - Company Experience
 - Price Cost Proposal
 - Past Performance (sealed Questionnaires should be in the original copy of the proposal)

1. See Section E.2 – Evaluation Factors, Section B for a listing of the proposal content for Volumes 1 and II

- a. Front matter (title pages, tables of contents, cross-reference matrices, acronym lists, and glossaries) may be provided solely for the purpose of easing evaluation. Front matter does not count against the 40 page limitation.
- b. All pages shall be printed on one side. The typewritten or printed letters shall be no smaller than **12 point** or with no reduction permitted except organization charts or other graphic illustrations; in those instances where reduction is allowable (no smaller than 10 point recommended). Offerors shall ensure that the print is easily readable. Each page shall have not less than one-inch margins on each side of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Each one-sided 8 and 1/2 by 11 inch "sheet" shall count as one page. Foldouts for complete spreadsheets and/or organization charts are permissible up to 11" by 17" and shall count as two pages.
- c. This is a solicitation for equipment/services as defined herein. The government intends to award a contract as a result of this solicitation that will include the terms and conditions set forth herein. To facilitate the award process, ALL proposals shall include a statement regarding the terms and conditions herein as follows:

1. "The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition."

OR

2. "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:"
 3. Offeror shall list exception(s) and rationale for the exception(s).
- d. Late submissions shall be treated in accordance with the solicitation provision at FAR 52.212-1(f).

E. Additional Information:

a. Combined Synopsis/Solicitation:

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

Offerors are required to read the entire Solicitation Package and attachments contained in the solicitation package.

The quantity of units is not guaranteed and there is no guaranteed dollar amount Solicitation No. HSFE02-13-R-1106 is issued as a Request for Proposals.

This solicitation and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2005-61.

This acquisition is a 100% total small business set aside for businesses residing in or primarily doing business in the DR-4086-NJ. individual assistance disaster areas, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of November 1988.

- b. See Schedule B.1 and B.1-1 list of the contract line items. Offerors shall submit their cost/price proposal using these attachments. **A description of**

each line item is listed in the SOW (See section D.1, Attachment 1 - Statement of work)

- c. **Period of Performance:** The period of performance for this requirement will be from the date of award to 6 months (Base Period), with three (3) 6-month option periods to complete the project.
- d. **Wage Determinations:** In performance of this contract the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determinations Number dated below.
 - i. General Decision Number: PA120056 01/06/2012 PA56 – Davis Bacon
 - ii. WD 95-0221 (Rev.-27) –Service Contract Act
 - iii. WD 81-0682 (Rev.-36) Service Contract Act. See www.wdol.gov/Index.aspx.
- a. The provision at **52.212-1, Instructions to Offerors-Commercial Items**, applies to this acquisition. See Attachment B of this document regarding proposal submission.
- b. The provision at **52.212-2 Evaluation-Commercial Items (JAN 1999)** applies to this acquisition. See Attachment E.2 for the evaluation factors and process.
- c. The provision at **52.212-3, Offerors Representations and Certifications-Commercial Items**, applies to this acquisition.

F. Point of Contact : Contracting Officer – Sharon Edwards, Email: Sharon.edwards3@fema.dhs.gov

A. EVALUATION FACTORS FOR AWARD:

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Proposals received will be evaluated on the basis of best value tradeoff. The Government intends to make an award without discussions. However, the Government reserves the right to conduct discussions, if the Government decides that it is the best interest of the Government to do so.

Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable

- (b) **The following factors shall be used to evaluate offers:**

Factor 1 – *Technical Approach*

Sub-Factor 1a – *Phase In-plan*

Sub-Factor 1b – *Quality Control Plan*

Factor 2 – *Past Performance*

Factor 3 – *Company Experience*

Factor 4 – *Price/Cost Proposal*

Order of Importance – All factors are of equal importance

B. PROPOSAL CONTENT:

1. Volume I:

- a. **Section I - TECHNICAL APPROACH, 10 page limit**

Sub-Factor 1a: Phase-In Plan

The offeror shall provide a draft Phase-In Plan that addresses how they plan to prepare to assume the maintenance and deactivation requirement from the current contractor. This will include obtaining information/documentation on the occupants who are currently living in the housing units such as their address and contact information, what work has been performed to date, as well as any work that needs to be completed before they are transferred to the new contractor. The phase-in plan shall include a timeline with dates and key tasks to be and what steps will be taken during that time to achieve phase-in and assume regular maintenance and deactivation requirements (i.e. finalizing subcontracts, if applicable; hiring new staff if necessary; training staff on the contract requirements; setting up a service call center finalizing internal standard operating procedures to be used in performing the contract requirements, finalize draft plans, etc.).

b. **Section II - TECHNICAL APPROACH, 15 page limit**

Sub-Factor 1b: Quality Control Plan

The offeror shall address their Quality Control Plan (QCP) to be used in the performance of the contract. Specifically, they shall address the quality control methods to be used and if they have used them successfully in other work performed. The offeror shall also address if their quality control plan is ISO 9000 accredited or has received some other type of quality control accreditation. The Offeror shall address their Operations Plan. This plan will detail how the offeror plans to manage to work (i.e. how work will be staffed, how work will be accepted/issued, what procedures will be followed to ensure work is being performed in a timely manner and of high quality, what corrective action of measures will be taken when work is not performed in accordance with contract terms and conditions/QC plan, etc.).

c. **Section III – PAST PERFORMANCE, 5 page limit (does not include PPQs)**

Factor 2: Past Performance

The offeror shall submit at least three (3) Past Performance Questionnaires (PPQs). The Past Performance Questionnaire (Section E.4) shall be completed by the references. The offeror shall submit the unopened/sealed envelopes with their proposal. PPQs for sub-contractors will not be evaluated. It is the offerors responsibility to ensure that all PPQs are received from evaluators in a timely manner to ensure they are submitted as a complete proposal package. The Government will not accept PPQs directly from evaluators or any late PPQs.

The submitted PPQs shall be of contractual work that is similar to the requirements set forth in this solicitation. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's proposed key personnel who have relevant past performance. PPQs shall be for projects completed in the last five years or currently in process, which are of similar size, scope, complexity, or, in any way, are relevant to the effort required by this solicitation. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments. If the contractor has no Federal, State or local government experience the commercial experience can be substituted. Contracts with the parent or an affiliate of the offeror may not be used.

Offerors should have described past performance of comparable and related work similar in kind to that required under the contract, including summaries of scopes of work, resource requirements, dollar values and

points of contact for each body of work on past or current contracts (or under other arrangements) of lesser, comparable, or greater scale. The following information shall be provided for each referenced contract (in addition to the past performance questionnaires):

a. Administrative Data

1. Program title or product name
2. Contract number
3. Contract type

b. Relevance

1. Brief synopsis of work performed
2. Brief discussion of how the work performed is relevant to this solicitation
3. Contract Value

c. Compliance with subcontracting plans, if applicable

d. A current point of contact (name and phone number) for each job described under experience for the purposes of a reference.

The quality of the Offeror's past performance will be evaluated based on comparison of Past Performance Questionnaires with information the government obtains through reference checks, its own knowledge/experience, and/or from other source. The past performance evaluation will assess the Offeror's record of how well the Offeror did on relevant and recent work for government. The government reserves the right to conduct telephone interviews to validate information provided in the past performance questionnaires and to obtain additional information from other internal and external sources, if known. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be given a favorable or unfavorable evaluation rating; the offeror will receive a neutral rating for the past performance factor.

d. Section IV – COMPANY EXPERIENCE, 10 page limit

Factor 3: Company Experience

The experience of the Offeror and of proposed subcontractors and/or partners intended to occupy a major role will be considered in evaluation and selection. The government will evaluate each Offeror's corporate experience in providing services, which are of similar nature to the work to be performed under the requirement described in this solicitation. Specifically, jobs that are of similar scope, complexity, contract type, and period of performance, in relation to the requirements of this solicitation are of particular interest to the

government. The offeror shall describe its experience on similar and/or relevant projects and endeavors. The offeror shall provide the information listed below for prime contracts or subcontracts under which it performed work similar in nature and complexity to the subject requirement. This information may include the experience of predecessor companies, major subcontractor, or proposed key personnel:

- a. Contracting Agency (Company), address and phone number
- b. Contract number and type of contract
- c. Date of contract, period of performance, and place of performance
- d. Address and phone number of contracting and technical officers
- e. Size of contract (average number full time full time equivalents provided per year) and dollar value
- f. Brief description of contract work and responsibilities
- g. Applicability of subcontracting plans
- h. Indicate comparability of each project to the immediate one. It is not sufficient to merely state that a project is comparable in magnitude and scope. Rationale must be provided to convince the Government that a project is indeed similar.

The Government will consider the above information, as well as information obtained from any other sources, when evaluating the offeror's experience. The Government will not restrict its consideration to the information provided in the proposal and may consider any other available information. In determining the rating for experience the Government will give greater consideration to the experience which is most relevant to the solicitation. The evaluation of experience will focus on the relevance, complexity, and scope of the noted experience. The offeror will not be evaluated either favorably or unfavorably if it lacks relevant experience.

If a section of the proposal exceeds the page limitation set forth, excess text will NOT be evaluated.

2. Volume II: PRICE PROPOSAL

a. Section I – No page limit Completed Schedule of Pricing

Offerors shall provide fixed unit prices for all fixed price CLINS. Offerors shall provide fully burdened labor rates and a fixed price material handling fee for the T&M CLINS. Offerors shall utilize the labor categories, quantities and estimated labor hours set forth in the price schedule. To calculate the total amount proposed for material, offerors shall include any material handling fee to the plug-in amounts based on the proposed fixed price material handling rate. The material plug-in amounts are estimates only. Actual material costs may vary. The offeror will only be reimbursed for actual materials purchased

that are fully supported with invoices and are found to be allowable, allocable, and reasonable.

Options. The Government will 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).

b. Section II – No page limit - Completed Representation and Certifications

C. EVALUATION METHODOLOGY

The adjectival rating scheme shown below will be used:

Rating	Definition
OUTSTANDING	The Evaluation Factor response is expected to contribute to the superior achievement of the objectives with minimal or no risk. An OUTSTANDING rating indicates that the submission contains very significant strengths and no weaknesses.
GOOD	The Evaluation Factor response is expected to introduce minimal risk in achieving the objectives. A GOOD rating indicates that the submission contains considerable strengths and few weaknesses.
ACCEPTABLE	The Evaluation Factor response is expected to introduce some risk in achieving the objectives. An ACCEPTABLE rating indicates that strengths offset weaknesses.
UNACCEPTABLE	The Evaluation Factor response is expected to introduce excessive risk making it highly unlikely that performance would meet the objectives. An UNACCEPTABLE rating indicates that the submission contains significant weaknesses.
NEUTRAL/PASS/NOT PASS	*This rating shall only be applied to the evaluation of the PAST PERFORMANCE factor. No relevant past performance available for evaluation.*

Ratings for Past Performance only:

PASS	The Offeror’s past performance record indicates that the offeror likely will successfully provide services that meet or exceed the requirement.
NEUTRAL	The Offeror has no relevant past performance.
FAIL	The Offeror’s past performance record provides substantial doubt that the Offeror will successfully provide the services required.

D. DEFINITIONS:

1. A ***significant strength*** is defined as an aspect of the proposal that appreciably increases the likelihood of successful contract performance.
2. A ***strength*** is defined as an aspect of the proposal that increases the likelihood of successful contract performance. Because an offeror has offered more than what the solicitation requires, does not necessarily mean the Government will benefit from such a promise.
3. A ***weakness*** is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance.
4. A ***significant weakness*** is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
5. A ***deficiency*** is defined as an aspect of the proposal that fails to meet a Government requirement or a combination of significant weaknesses in the proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
6. ***Ambiguities:*** Occasionally, language in a proposal is ambiguous, and the proposal’s technical merit will differ depending on which of the possible meanings is chosen by the evaluator. In other instances, proposal language is simply unclear, and the evaluator cannot understand it well enough to rate it without guessing at its meaning. Last, a proposal may sometimes describe, in general terms, a particular approach but will not provide enough detailed information to permit an evaluation of its feasibility and merit.

7. A **clarification** is defined as limited exchanges between the Government and offerors, for the purpose of enhancing the Government's understanding of proposals, without entering into discussions, or requesting a revision to the proposal.
8. **Discussions** are defined as exchanges between the Government and offerors for the purpose of identifying to the offerors significant weaknesses, deficiencies, and other aspects of its proposal that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposal's potential for award.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Attachment E.3 – **Contract Administration Data**

Solicitation: HSFE02-13-P-1106

A. MANDATORY PARTICIPATION IN ELECTRONIC INVOICE PROCESS:

Invoice submission to the FEMA Disaster Finance Center (DFC): The contractor shall mail or email (FEMA-Finance-Vendor-Payments@fema.dhs.gov) a separated original hard copy of each invoice only (no supporting backup documentation) to the FEMA Disaster Finance Center (DFC) via the following:

FEMA Finance Center
PO Box 9001
Winchester, VA 22064

(NOTE: Be sure to put contract number on invoice)

- a. PAYMENTS:** Payments will be made electronically to an active checking account. **No checks will be issued for payment.**

Invoice submission to the Contracting Office: The contractor shall simultaneously submit an electronic copy of the invoice only, in PDF format, to the Contracting Officer at sharon.edwards3@fema.dhs.gov.

Invoice submission to the Contracting Officer's Representative (COR): The Contractor shall simultaneously submit a hard copy of the invoice, with all supporting backup documentation, to the COR @ Theresa.Schauweker@fema.dhs.gov.

B. REGISTRATION IN SAM.GOV:

This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov. **(formally known as CCR).**

C. INVOICES

Payment shall be made on a contract basis in monthly installments based on Contract Line Item quantities accepted. An invoice is a written request of payment under this contract for supplies delivered or for services rendered. Payment of invoices submitted under this contract shall be made in accordance with the terms and conditions of the Prompt Payment clause and in accordance with the provisions of other clauses in this contract. Failure or refusal to provide the following information on all invoices submitted in under this contract may result in the invoice being considered improper for payment in accordance with the Prompt Payment clause.

(Offeror to complete Part I prior to providing this questionnaire to the Evaluator.)

In order to assess potential vendors under the above-referenced solicitation HSFE02-13-R-1106, the DHS/FEMA contracting office is obtaining past performance information with respect to each offeror. The contract resulting from this procurement will provide DHS/FEMA with support for maintenance and deactivation of temporary housing units in the state of New Jersey affected by Hurricane Sandy. In addition to this questionnaire, you may receive a follow-up phone call to confirm or clarify information. This is a critical acquisition being conducted by DHS/FEMA and your support is sincerely appreciated. We are thanking you in advance for your time, effort, and cooperation in responding to this questionnaire. This completed Past Performance Questionnaire shall be returned to the offeror by the due date established by the offeror.

RETURN THIS QUESTIONNAIRE TO THE OFFEROR IN A SEALED ENVELOPE AND SIGNED ACROSS THE SEALED PORTION OF THE ENVELOPE

<insert your company name above>

If you need more space than that provided, attach additional pages. Responses will be treated as source selection sensitive information. If you have any questions, please contact Sharon Edwards at the e-mail address indicated above.

=====

PART I – TO BE COMPLETED BY OFFEROR AND TRANSMITTED TO CLIENT FOR COMPLETION.
--

A. CONTRACT INFORMATION:

	NAME OF CONTRACTOR/OFFEROR:	
1	Agency Name/Location:	
2	Program/Project Title:	
3	Type of Instrument (e.g. Contract/Order/Subcontract/Other):	
4	Contract Identification Number:	
5	Order Number (If applicable):	
6	Project Service Description (Add attachment if necessary):	
7	Type of Contract (e.g. Negotiated, Sealed Bid):	

Attachment E.4 - **Past Performance Questionnaire**
 Solicitation: HSFE02-13-R-1106

8	Pricing Type (e.g. fixed price, cost reimbursement, other):	
9	Competitive (Y/N):	
10	Follow-on Work Available (Y/N):	
	Follow-on Work Awarded to Offeror (Y/N):	
11	Date of Award:	
12	Initial Contract Dollar Value (w/Options):	
13	Final Contract Dollar Value (w/Options):	
14	Period of Performance:	
15	Place(s) of Performance:	
15	Complexity of Work (e.g. difficult, routine, simple):	
16	Type and extent of subcontracting (add rows if needed):	

PART II – TO BE COMPLETED BY OFFEROR’S CLIENT AND E-MAILED TO CONTRACTING OFFICER

A. REFERENCE RESPONDENT INFORMATION

1	Name (please print):	
2	Agency / Company:	
3	Position Title:	
4	Phone Number (include area code):	
5	Fax Number (include area code):	
6	Email Address:	
7	Mailing Address:	
8	Your Role Relative to the Project/ Contract (e.g., COTR, PM):	
9	Length of Involvement in Project/Contract:	
10	Questionnaire Completion Date:	

B. PERFORMANCE ASSESSMENT

Please rate the contractor's performance on the identified program using the following rating scale. Assessments should reflect only contract performance for which the contractor is responsible.

Rating	Symbol	Definition
Outstanding	O	Based on the Offeror's record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror's experiences indicate that the Offeror is capable of significantly exceeding the requirements of the RFP.
Good	G	The Offeror's record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past performance surveys and the Offeror's experience indicate the Offeror is capable of exceeding the requirements of the RFP.
Acceptable	A	The Offer's record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror's experience indicate the Offeror is capable of meeting the requirements of the RFP.
Unsatisfactory	U	The Offeror's record of past performance indicates it is likely to have problems meeting the requirements of the RFP.
Neutral	N	No past performance/experience available for evaluation. Offeror has asserted that it has no directly related or relevant past performance experience. Proposal receives no merit or demerit for this factor.

C. PAST PERFORMANCE

Rating Scale:

O - Outstanding G - Good A - Acceptable U - Unsatisfactory N - Neutral

Quality		O	G	A	U	N
1	Overall quality of the project					
2	Qualifications and quality of key personnel to meet the objectives of the project					
3	Procedures that ensured the level of quality remained constant throughout the life of the project.					
4	Adequacy, relevance and reasonableness of the quality management approach, procedures, documentation and methods					
5	Quality of products, materials and services for the price paid					
6	Accuracy of the record keeping procedure and ability to prepare accurate and timely reports					
7	Ability to implement effective corrective actions and improvements					

Comments:

Cost Control		O	G	A	U	N
8	Demonstrated a process for management of the program costs and segmentation of costs for improved manageability					
9	Demonstrated financial stability during the project performance period					
10	Demonstrated effectiveness in reducing project costs from the baseline cost estimates					
11	Demonstrated reasonableness of proposed modification costs					
12	Demonstrated reasonableness in labor and O&M costs					

Comments:

Timeliness		O	G	A	U	N
13	Timeliness in completing the overall project.					
14	Completion of tasks in accordance with project schedule's critical milestone dates					
15	Timeliness in completing reports					
16	Timeliness of responses to client requests and inquiries					

Comments:

Rating Scale:

O - Outstanding G - Good A - Acceptable U - Unsatisfactory N - Neutral

Business Relations		O	G	A	U	N
17	Demonstrated a business-like concern for your agency's / company's interests					
18	Relationship with client technical and functional personnel					
19	Relationship with contracting office personnel					
20	Relationship with subcontractors					
21	Cooperation and innovation in problem solving					
22	Compliance with the terms of the contract					

Comments:

Management		O	G	A	U	N
23	Utilized effective program and project management processes, tools, and reporting					
24	Had satisfactory and complete management plan					
25	Demonstrated effectiveness in use of risk management to proactively reduce project disruptions					
26	Ability to retain key personnel					
27	Availability and accessibility of key personnel					
28	Flexible in responding to changing needs					
29	Adequate processes and metrics for the evaluation of their own overall management performance					
30	Adequate subcontractor management procedures					
31	Demonstrated effectiveness in risk identification, escalation, response and monitoring procedures					
32	Demonstrated effectiveness in capturing incidents and resolving problems					
33	Ability to provide a product or service that met your mission requirements					

Based on this Contractor's overall performance, would you award them another contract? Why or why not? Did the provided solution from this contractor work and how well did it work?

D. ADDITIONAL REMARKS

Thank you for your assistance in supporting this source selection activity.