

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

1. REQUISITION NO. WX05192Y2015T PAGE 1 OF 12

2. CONTRACT NO. HSPF80 15-C-0092
 3. AWARD/EFFECTIVE DATE See block 31c.
 4. ORDER NO.
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 8. NAME
 9. TELEPHONE NO. (No Collect Calls)
 10. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Federal Emergency Management Agency
 Office of the Chief Procurement Officer
 500 C ST. S.W., 3rd Floor NW
 Washington DC 20472
 CODE
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SVA) 500 Employees

11. PRIMARY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)

 13b. RATING N/A
 14. METHOD OF SOLICITATION
 IFB RFP

15. DELIVER TO Section A.3 Delivery Schedule
 CODE
 16. ADMINISTERED BY Same As Block #9
 CODE

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
 W. S. DARLEY & CO.
 325 SPRING LAKE DR
 ITASCA IL 60143
 TELEPHONE NO. DUNS:065004842 DUNS#:
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18a. PAYMENT WILL BE MADE BY FEMA Finance Center
 CODE
 P.O. Box 9001
 Winchester VA 22604
 PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See CONTINUATION Page Contractor shall provide tank and pump systems for Manufactured Homes as requested by FEMA for Selma, Alabama. Addendum to 19b: Send electronic invoice to the following: Contract Specialist: Erik.Young@fema.dhs.gov Contracting Officer: Raheem.Edwards@fema.dhs.gov COR: Matthew.Rabkin@fema.dhs.gov FEMA Finance: FEMA-Finance-Vendor-Payments@fema.dhs.gov Invoices submitted not in accordance with FAR 52.212-4 will be returned for proper submission. All work shall be performed in accordance with submitted proposal. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
 26. TOTAL AWARD AMOUNT (For Gov. Use Only) \$152,465.00

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 1 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. YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR CONTRACTOR: *James Darley*
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) James Darley
 30c. DATE SIGNED 9/30/15
 30d. SIGNATURE OF CONTRACTING OFFICER (TYPE OR PRINT) RAHSAAN A EDWARDS
 30e. NAME AND TITLE OF SIGNER (TYPE OR PRINT) RAHSAAN A EDWARDS
 30f. DATE SIGNED 09/30/15
 30g. CONTRACTING OFFICER (TYPE OR PRINT) RAHSAAN A EDWARDS
 30h. DATE SIGNED 09/30/15

SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT PRICE	AMOUNT
0001	(b)(4) W.S. Darley and Company shall provide (b)(4) tanks and pumps to Selma, Alabama		(b)(4)	(b)(4)
	FUNDING/REQ NO: 1:		(b)(4)	WX05192Y2015T
0002	(b)(4) W.S. Darley and Company shall use (b)(4) trailers to deliver the (b)(4) tanks and pumps to Selma, Alabama		(b)(4)	(b)(4)
	FUNDING/REQ NO: 1:		(b)(4)	WX05192Y2015T
GRAND TOTAL ---				\$152,465.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	2015-06-4566RS-3000--2690-D	WX05192Y2015T F	\$152,465.00

B.2 PERIOD OF PERFORMANCE

The Period of Performance for this contract shall be from Date of award through 12 months.

The items listed in Section A.2 Price/Cost Schedule shall be delivered to:

DHS/FEMA Selma, Alabama
 661 Selfield Road
 Selma, AL 36703
 Attn: Ron Parten 334-877-3812 or 334-202-3402

B.3 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Contracting Officer:
 Name: Rahsaan Edwards
 E-mail: Rahsaan.Edwards@fema.dhs.gov
 Office Number: (202)646-5786

Contract Specialist:

Name: Erik Young

E-mail: Erik.Young@fema.dhs.gov

Office Number: (202)212-4108

Contracting Officer's Representative:

Name: Edwin Martinez

E-mail: Matthew.Rabkin@fema.dhs.gov

Office Number: (202)212-1011

B.4 BILLING INSTRUCTIONS (JUN 2014)

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

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

B.5 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

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

B.6 INVOICE APPROVAL (JUN 2014)

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

Authorized Invoice Approver

Name: Matthew Rabkin

Phone: 202-212-1011

Email: Matthew.Rabkin@fema.dhs.gov

B.7 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and

unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035 instructions:

SF 1034--Fixed Price

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

(1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

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

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

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).

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

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

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

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

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

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

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

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

(Name of Official)

(Title)

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

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

INVOICE PREPARATION INSTRUCTIONS SF 1035

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

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

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

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

Schedule Number - leave blank.

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

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

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

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

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

SECTION C - CONTRACT CLAUSES**C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

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

52.202-1	DEFINITIONS	(NOV 2013)
52.203-3	GRATUITIES	(APR 1984)
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANACTIONS	(SEP 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANACTIONS	(OCT 2010)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	(MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT	(JUL 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.215-2	AUDIT AND RECORDS-NEGOTIATION	(OCT 2010)
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	(OCT 1997)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(FEB 1997)
52.227-14	RIGHTS IN DATA - GENERAL	(DEC 2007)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(DEC 2013)
52.242-13	BANKRUPTCY	(JUL 1995)
52.242-15	STOP-WORK ORDER	(AUG 1989)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).
- (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 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36)(i) 52.223-13, Acquisition of EPEAT-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

- (ii) Alternate I (JUN 2014) of 52.223-13.
- (37)(i) 52.223-14, Acquisition of EPEAT-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 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).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 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) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 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.3 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

[X] 3052.209-72 Organizational Conflicts of Interest.

(b) Clauses.

[X] 3052.203-70 Instructions for Contractor Disclosure of Violations.

[X] 3052.205-70 Advertisement, Publicizing Awards, and Releases.

[X] 3052.242-72 Contracting Officer's Technical Representative.

[X] 3052.247-72 F.o.B. Destination Only.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO. P00001
 3. EFFECTIVE DATE See block 16c.
 4. REQUISITION/PURCHASE REQ. NO. WX05192Y2015T
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
 Federal Emergency Management Agency
 Office of the Chief Procurement Officer
 500 C ST. S.W., 3rd Floor NW
 Washington, DC 20472
 7. ADMINISTERED BY (If other than Item 6) CODE
 Same As Block #6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 W. S. DARLEY & CO.
 325 SPRING LAKE DR
 ITASCA IL 60143
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE80-15-C-0092
 10B. DATED (SEE ITEM 13) 09-30-2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See CONTINUATION Page

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.243-1 Changes--Fixed Price (AUG 1987)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to change the following: Description of Supplies/Service, Quantity Unit and Price for the Tank and Pump Systems (TPS) requirement as identified in the attachment for CLINs 0001 and 0002.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 Robert Bond General Manager
 15B. CONTRACTOR/OFFEROR
 Robert D. Bond
 (Signature of person authorized to sign)
 15C. DATE SIGNED
 24 Nov 15
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Rahsaan Edwards
 Contracting Officer
 16B. UNITED STATES OF AMERICA
 RAHSAAN A EDWARDS
 (Signature of Contracting Officer)
 Digitally signed by RAHSAAN A EDWARDS
 DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=RAHSAAN A EDWARDS, 0.9.2342.19200300.100.1.1=0938289760.FEMA
 Date: 2015.12.01 09:34:11 -0500

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT PRICE	AMOUNT
0001	(b)(4) W.S. Darley and Company shall provide (b)(4) tanks and pumps to Selma, Alabama and provide electrical cord and water hose assembly for the tank and pump systems.	(b)(4)	(b)(4)	(b)(4)
0002	(b)(4) LOP W.S. Darley and Company shall use (b)(4) trailers to deliver the (b)(4) tanks and pumps to Selma, Alabama	(b)(4)	(b)(4)	(b)(4)
GRAND TOTAL ---				\$152,465.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
--------------------	--------------------	--------

Selma, Alabama – Tank and Pump Systems Requirement

Item No.	Description of Supply/Service	Quantity Unit	Unit Price	Amount
0001	W.S. Darley produced Tanks and Pump Systems including Electrical Cord and Water Hose Assembly	(b)(4)	(b)(4)	(b)(4)
0002	TPS Delivery to FEMA locations (Selma and Cumberland as specified)	(b)(4)	(b)(4)	(b)(4)

(b)(4) delivered to FEMA Cumberland location

(b)(4) delivered to FEMA Selma location

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ	7. ADMINISTERED BY (If other than Item 6) FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) W S DARLEY CO ATTN W S DARLEY CO 325 SPRING LAKE DRIVE ITASCA IL 601432072		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 005094842 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE80-15-C-0092	
		10B. DATED (SEE ITEM 13) 09/30/2015	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,387,450.59
2016-06-4277DR-9064--3199

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 43,103 (a) Bilateral Agreement

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 005094842

The purpose of this modification is to incorporate the following:

- To incorporate FAR Clause 52.217-8 Option to Extend Services (NOV 1999)
- This contract will be extended for a period of six months from September 29, 2016 through March 28, 2017
- In accordance with the delegation of Defense Priorities and Allocations System (DPAS), FAR Clause 52.211-15 Defense Priority and Allocation Requirements is hereby incorporated for this modification and has the priority rating of DO-N1.
- This modification will increase from (b)(4) by (b)(4) to a new value of (b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Erik Young	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/21/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE80-15-C-0092/P00002

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
W S DARLEY CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 03/28/2017 Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY BFY: 2016 Fund Code: 06 Program: 4277DR Organization: 9064 Object Class: 3199 Fund Type: D FOB: Destination Period of Performance: 09/29/2016 to 03/28/2017 Add Item 0003 as follows:				
0003	W.S. Darley and Company shall provide a quantity (b)(4) tanks and pumps to Selma, Alabama. Requisition No: TN01472Y2016T, TN01564Y2016T Add Item 0004 as follows:	(b)(4)	EA	(b)(4)	(b)(4)
0004	W.S. Darley and Company shall use (b)(4) trailers to deliver the (b)(4) tanks and pumps to Selma, Alabama. Obligated Amount: (b)(4) Requisition No: TN01564Y2016T	(b)(4)	EA	(b)(4)	(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003	See Block 16C	TN01915Y2016T	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
FEMA HQ	FEMA HQ	FEMA HQ	FEMA HQ
FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
W S DARLEY CO ATTN W S DARLEY CO 325 SPRING LAKE DRIVE ITASCA IL 601432072			
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE80-15-C-0092
			10B. DATED (SEE ITEM 13)
CODE 005094842	FACILITY CODE		09/30/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$5,945,055.00
2016-06-4277DR-9064--3199

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 43,103 (a) Bilateral Agreement

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 005094842

The purpose of this modification is:

1. To procure (b)(4) tank and pump systems.

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). The priority rating for this delivery order is DO-N1.

The total value of this contract is hereby increased from (b)(4) to Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Erik Young	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			09/29/2016
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE80-15-C-0092/P00003

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
W S DARLEY CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(4)</p> <p>All other terms and conditions remain unchanged and in full force and effect. Delivery: 02/28/2017 Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>BFY: 2016 Fund Code: 06 Program: 4277DR Organization: 9064 Object Class: 3199 Fund Type: D FOB: Destination Period of Performance: 09/29/2016 to 03/28/2017</p> <p>Add Item 0005 as follows:</p>				
0005	<p>Tank and pump systems for FEMA Manufactured Housing Units Obligated Amount: (b)(4)</p>	(b)(4)	EA	(b)(4)	(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. TN00689Y2017T	5. PROJECT NO. (If applicable)
6. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ	7. ADMINISTERED BY (If other than Item 6) FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) W S DARLEY CO ATTN W S DARLEY CO 325 SPRING LAKE DRIVE ITASCA IL 601432072		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 005094842		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE80-15-C-0092
			10B. DATED (SEE ITEM 13) 09/30/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$164,340.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 43,103 (a) Bilateral Agreement

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 005094842

The purpose of this modification is:

1. To change CLIN 0005 unit price for the tank and pump systems from (b)(4) to (b)(4)

2. To incorporate voltage monitoring in accordance with W.S. Darley & Company proposal dated October 19, 2016

The total value of this contract is hereby increased from (b)(4) to (b)(6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Erik Young	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/29/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE80-15-C-0092/P00004

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
W S DARLEY CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>All other terms and conditions remain unchanged and in full force and effect. DO/DPAS Rating: DO-N1 Delivery: 02/28/2017 Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>FOB: Destination Period of Performance: 09/29/2016 to 03/28/2017</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>Tank and pump systems for FEMA Manufactured Housing Units.</p> <p>Accounting Info: 2016-06-4277DR-9064--3199 BFY: 2016 Fund Code: 06 Program: 4277DR Organization: 9064 Object Class: 3199 Fund Type: D Funded: \$0.00</p> <p>Accounting Info: 2017-06-4277DR-9064--2512 BFY: 2017 Fund Code: 06 Program: 4277DR Organization: 9064 Object Class: 2512 Fund Type: D Funded: (b)(4)</p>				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ	7. ADMINISTERED BY (If other than Item 6) FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472	CODE FEMA HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) W S DARLEY CO ATTN W S DARLEY CO 325 SPRING LAKE DRIVE ITASCA IL 601432072		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 005094842 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE80-15-C-0092	
		10B. DATED (SEE ITEM 13) 09/30/2015	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 43,103 (a) Bilateral Agreement

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 005094842

The purpose of this no cost modification is to extend the period of performance for the procurement of tank and pump systems from February 28, 2017 to April 7, 2017 under contract number HSFE80-15-C-0092.

All other terms and conditions remain unchanged and in full force and effect.

DO/DPAS Rating: DO-N1

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Erik Young	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/02/2017

Tank & Pump Systems Requirements

PART 1. OVERVIEW

- 1.0. A key part of the Federal Emergency Management Agency's (FEMA) mission is to assist disaster survivors to recover from the event and move toward returning to their pre-disaster status as quickly as possible. As part of the recovery effort, FEMA assists survivors in moving from shelters to temporary housing as quickly as possible. FEMA's mission covers the entire United States and territories.
- 1.1. One of the options that FEMA uses within the Contiguous U.S. for temporary housing is manufactured homes. Manufactured homes are built to comply with 24 CFR 3280, the Manufactured Home Construction and Safety Standard (the Standard). The Standard is silent on the inclusion of residential fire sprinklers.
- 1.2. FEMA has determined that the agency will equip manufactured housing units (MHUs) used as temporary housing with residential fire sprinkler systems. The sprinkler systems are in compliance with National Fire Protection Association (NFPA) Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes - NFPA 13D.
- 1.3. FEMA has determined that an external Tank and Pump System (TPS) will be provided with the MHU to ensure a consistent and adequate water supply. The TPS will provide adequate water flow, pressure and quantity to meet the operational requirements set forth by FEMA and in NFPA 13D.
- 1.4. FEMA has developed requirements for the TPS that will allow the MHU manufacturers to plan the NFPA 13D sprinkler system. The TPS requirements will have water pressure and flow requirements, an environmental envelop, water capacity minimums, maximum electrical power available, transportation requirements, and specific connections for electricity and water.
- 1.5. All FEMA MHUs are less than 2,000 square feet.
- 1.6. FEMA can use this contract to meet requirements of the manufactured home mission or any other legal mission assigned to FEMA.

PART 2. REQUIREMENTS

2.1. Overall Requirements

- 2.1.1. The TPS shall meet the following requirements:
 - 2.1.1.1. The TPS shall provide a pressure of no less than 40 psig and 30 GPM. Pressure and flow shall be measured at the end of the flexible water connection tether designated to be attached to the MHU.

Tank & Pump Systems Requirements

- 2.1.1.2. The TPS shall require only two connections to the MHU 1) the electrical connection which will provide power to the TPS from the MHU; and, 2) a water connection that will provide the water required to the NFPA 13D fire sprinkler system in the MHU.
- 2.1.1.3. The TPS package shall be a fully integrated subsystem that when mated to an NFPA 13D fire sprinkler equipped manufactured home, the MHU and the TPS shall be fully NFPA 13D compliant without the need to connect the MHU sprinkler system to either the public water system or well water.
- 2.1.1.4. TPS shall be fully assembled when delivered to FEMA.
- 2.1.1.5. Installation shall be able to be completed in the field (at the site where the manufactured home is installed) using standard hand tools. If any special tools or equipment is required for installation, it shall be included as part of the TPS.
- 2.1.1.6. The TPS shall come equipped with a thermally protected (meeting the requirements set forth below) flexible water connection that shall be used to attach the TPS to the manufactured home.
- 2.1.1.7. The TPS shall be designed to operate from a single phase, 30 amps, 240 Volt 60 Hz electrical service utilizing IEC 60-309-2 pin and sleeve connections.
- 2.1.1.8. The TPS shall have a low temperature alarm that activates if there is a failure of the thermal protection system. The alarm shall be audible and visual.
- 2.1.1.9. The TPS shall be protected against tampering, and shall be accessible for testing and service.
- 2.1.1.10. The TPS shall have a pump test loop that activates the fire alarm(s) and allows water to return to the storage tank.
- 2.1.1.11. The TPS system shall be designed to be installed on the ground.
- 2.1.1.12. The TPS shall include features allowing the TPS to be secured to the ground.
- 2.1.1.13. The TPS shall have standard orientation to allow for communication of location and position of some components. See *Diagram 1*.
- 2.1.1.14. The maximum width of the TPS for the front/rear dimension shall not exceed 4 feet. See *Diagram 2*.
- 2.1.1.15. The contractor shall balance storage and transportation needs against inspection, maintenance and ongoing testing needs. The balance shall ensure that key

Tank & Pump Systems Requirements

components such as the pump can be removed if service or replacement is required.

- 2.1.1.16. All IEC 603-09-2 Pin and Sleeve connectors shall use pin pattern standard for 4 wire, 30 AMP, Single Phase, 12 hour ground position (per IEC 60 309-2 "Clock), power. Similar to 430B12W.
- 2.1.1.17. The connection between the TPS and the water connection hose shall be a stainless steel cam lock connection meeting the ANSI A-A-59326 series for specifications. All cam lock connectors shall have an appropriate cam lock cover to ensure that the connection and piping or hose remains clear of dust/dirt or other foreign objects.

2.2. **Applicable Standards**

- 2.2.1. 24 CFR 3285 Model Manufactured Home Installation Standards
- 2.2.2. 24 CFR 3280 Manufactured Home Construction and Safety Standards
- 2.2.3. ANSI A-A-59326
- 2.2.4. NEC – National Electrical Code
- 2.2.5. IEC 603-09-2 -international standard from the International Electrotechnical Commission

2.3. **Requirements**

2.3.1. **Operating Environment**

- 2.3.1.1. The TPS shall be designed to operate anywhere within the contiguous United States.
- 2.3.1.2. The TPS enclosure shall be designed to be placed outside, exposed to all elements.
- 2.3.1.3. The TPS may be subject to wind moving at significant velocity.

2.3.2. **Tank Requirements**

- 2.3.2.1. The tank shall be a minimum of 250 gallons.
- 2.3.2.2. The TPS will have an appropriately sized tank that will provide the mandatory minimum run time required by NFPA 13D for buildings that are less than 2,000 sq. ft. at the specified flow and pressure.
- 2.3.2.3. TPS design shall include a hard-piped connection suitable for the pump to draw not less than 30 gpm from the tank for not less than seven (7) minutes. Pump

Tank & Pump Systems Requirements

connection shall be located to preclude drawing sludge or debris from the bottom of the tank into the pipe and/or pump. Pump connection and tank capacity shall be designed and configured to prevent siphoning air into the pump inlet during the seven (7) minute minimum run time. Not less than 210 gallons of water shall be available for sprinkler use before air enters the pump connection.

2.3.2.4. Water tanks shall be designed to be filled manually using a garden hose connected to a standard hose bibb supplied as part of the MHU.

2.3.2.5. Water tanks shall have a drain valve so that the tank can be drained when the TPS is decommissioned. A standard hose bibb connection arranged to allow connection of an ordinary garden hose is one way to accomplish this requirement.

2.3.3. **Water Pump Requirements**

2.3.3.1. The minimum flow rate of the fire pump shall be 30 gpm at 40 psig, measured at the far end of the flexible water connection five feet (5') above the level of the pump discharge.

2.3.3.2. Pump shall be not less than 1 HP.

2.3.3.3. Pump motor shall be 60 HZ, single-phase, 230/240 Volt.

2.3.3.4. Pump motors shall be enclosed in a minimum NEMA Open Drip Proof (ODP) enclosure.

2.3.3.5. The contractor shall provide the operational parameters of the pump which shall consider the water connection piping and water line. The contractor shall provide the maximum distance where the pump will supply the required flow and pressure.

2.3.4. **Control Requirements**

2.3.4.1. The TPS shall include all system control and test features required by NFPA 13D.

2.3.4.2. The TPS shall include all controls for the thermal protection system within the TPS.

2.3.4.3. The TPS shall include all controls required for the thermal protection system required for the flexible hose connection between the TPS and the MIU.

2.3.4.4. The TPS shall include all controls for any alarm system included in the TPS.

2.3.5. **Enclosure Requirements**

2.3.5.1. The TPS including the water tank(s); pump(s); associated piping; electrical system (except the external electrical disconnect); heating system; alarm controls; and,

Tank & Pump Systems Requirements

water and electrical connections shall be fully surrounded by a rigid weather resistant enclosure.

- 2.3.5.1.1. For purposes of this requirement weather resistance shall mean protection against wind, blowing dust, rain, hail, snow, UV and temperature.
- 2.3.5.2. The TPS enclosure shall provide access for maintenance and repair and testing. Access shall be provided via a locking access panel or door that permits all maintenance activities to be accomplished without disassembly of the enclosure.
- 2.3.5.3. The enclosure shall provide tamper protection for the equipment and connections inside the TPS enclosure. The design, installation and maintenance requirements shall protect against tampering and other foreseeable damage. Theft deterrent or prevention is not intended here, nor is there any intent to prevent entry or damage by determined individuals using tools. The tamper resistance is intended to prevent the curious occupant or passerby from disabling the sprinkler system, or freeze protection.
- 2.3.5.4. Any lock that is required to make the TPS enclosure tamper protected may be either a deadbolt or a pad lock that uses "SCHLAGE" brand, 6-pin Everest cylinders with a C123 keyway that shall be keyed to a 6-pin combination. The key combination shall be "746105" for all locks required on the TPS.
- 2.3.5.5. The enclosure shall be insulated. Thermal performance of the enclosure insulation shall be coordinated with the TPS heating system to provide an integrated freeze-protection system.
- 2.3.5.6. The electrical connections shall be wired to an enclosed junction box described herein.
- 2.3.5.7. The water connection from the TPS to the MHU shall be a flexible connection that passes through a sealed enclosure penetration. The water connection penetration of the TPS shall include the heat-trace and insulation needed to keep the water connection and the water line protected against freezing.
- 2.3.5.8. The enclosure shall have a roof that can withstand snow and roof load of 40 pounds per square foot. Flat, curved and pitched roofs shall be designed to resist the following live loads, applied downward on the horizontal projection.
- 2.3.5.9. The TPS system shall be self-contained. The floor of the TPS shall be structurally sound and designed to support the TPS in storage, transportation and operation.
- 2.3.5.10. The enclosure shall be designed to be lifted by a forklift or vehicle equipped with forklift forks.

Tank & Pump Systems Requirements

- 2.3.5.11. The enclosure shall be designed to be exposed to the weather with no monthly maintenance and minimal overall maintenance required for a minimum of five (5) years.
- 2.3.5.12. The TPS system shall be designed to sit directly on the ground. Typical installation will be on a "pad" created by using compacted gravel. The material used for the portion of the enclosure that is designed to come in contact with the ground may be pressure treated lumber or other material as recommended by the TPS manufacturer. The TPS system delivered to FEMA shall include any mounting pad, or ground cover required for the installation of the TPS enclosure, unless the TPS enclosure is to be placed on a standard manufacture home ABS pads. The installation contractor not the TPS manufacturer will provide the standard manufactured home ABS pad. If the TPS manufacturer chooses to use ABS pads as part of the TPS installation the TPS manufacturer shall provide, as part of the instructions, the quantity and the location of the pads.
- 2.3.5.12.1. ABS pads can range in size. When providing installation instructions for the TPS that uses ABS pads indicate, with a diagram and written instructions, the placement of the ABS pads.
- 2.3.5.13. A durable document storage case or packet securely fastened shall be mounted on the inside of the TPS enclosure. Paper or cardboard is not considered a durable material for this document storage case or packet. The document storage case or packet shall be easily accessible to someone through the opening for the access door. One copy of the complete TPS documentation shall be provided inside this case or packet.
- 2.3.5.14. FEMA MHUs are covered in white or light grey vinyl siding.
- 2.3.5.14.1. TPS enclosure shall be aesthetically compatible with the exterior finish of the MHU. Exact match with MHU siding is not required, but exterior fit and finish must not look out of place, or attract undue attention.
- 2.3.5.15. The TPS enclosure shall be designed so that it is stable and not "top heavy" when placed in position for use and when configured for transportation.
- 2.3.5.16. Any tools provided with the TPS shall be securely mounted inside the TPS enclosure.
- 2.3.5.17. The TPS shall be freestanding not requiring the TPS to be attached to the MHU.
- 2.3.5.18. Each of a TPS wind resisting parts (including, but not limited to, shear walls, diaphragms, ridge beams, and their fastening and anchoring systems), and its components and cladding materials (including, but not limited to, roof trusses, wall

Tank & Pump Systems Requirements

studs, exterior sheathing, roofing and siding materials, exterior glazing, and their connections and fasteners) shall be designed by a Professional Engineer or Architect to resist the design wind loads for Exposure C specified in ANSI/ASCE 7-88, "Minimum Design Loads for Buildings and Other Structures," for a fifty-year recurrence interval, and a design wind speed of 110 mph.

- 2.3.5.19. Each TPS shall have provisions for support/anchoring that, when installed, will resist overturning and lateral movement (sliding) of the TPS as imposed by the respective design loads. FEMA will require that the contractor responsible for installing the TPS will use the appropriate manufactured home anchors and strapping for 24 CFR 3280 and 24 CFR 3285.
- 2.3.5.20. Support for each TPS shall include loops affixed to the top of the TPS that an installation contractor can pass manufactured home strapping material through when anchoring the TPS. The contractor shall use manufactured home roof brackets which are used for passing a cable or strap over the manufactured home. Holds straps or cable away from roof and sides or an appropriate manufactured home strap fitting. See *Diagram 3*.
- 2.3.5.20.1. Manufactured home Tie Down strapping is 1-1/4 inches wide, made of galvanized steel which conforms to NCS BCS A225.1 (ANSI A119.3) and HUD specifications. The HUD Code requires that certified strapping must meet ASTM specifications, have a minimum (0.30 oz. per square foot) galvanized coating and must be marked every 5 feet. Strapping material is not part of the TPS.
- 2.3.6. **Electrical Requirements**
- 2.3.6.1. The TPS will be connected to the MHU via an "Electrical Connection Wiring Assembly" so that the MIU can provide electrical power to the TPS. To make the connection the TPS shall have a male inlet.
- 2.3.6.2. The male inlet shall be mounted or accessible from the TPS rear and when facing the TPS rear shall be mounted to the right of the water connection. See Diagram 4.
- 2.3.6.3. The male inlet shall be an IEC 60-309-2 International Pin and Sleeve so that power can be provided from the MHU to the TPS using the "Electrical Connection Wiring Assembly."
- 2.3.6.3.1. The male plug inlet shall be an IEC 60-309-2 International Pin and Sleeve compliant and IP67 or IP66 Rated (Water tight);
- 2.3.6.3.2. The male inlet shall use IEC 60-309-2 connection number 430B12W.

Tank & Pump Systems Requirements

- 2.3.6.4. Male inlet tamper protection.
 - 2.3.6.4.1. The IEC 60-309-2 inlet shall be protected from tampering. The contractor may choose to use a junction box or the contractor may choose to develop their own method to protect the connector.
 - 2.3.6.4.2. There must be sufficient room within the protected area for the male connector inlet, the female plug connector on the power cord and at least 3 inches of power cord cable.
 - 2.3.6.4.3. If the contractor chooses to use a junction box the junction box shall be:
 - 2.3.6.4.3.1. The junction box shall be rated NEMA 3R or better.
 - 2.3.6.4.3.2. The junction box shall be lockable with a pad lock keyed as required or closed using screws. The junction box shall not be closed by a non-lockable clasp.
 - 2.3.6.4.4. If the contractor choose to not to use a junction box the tamper protection shall be; fully enclosed providing protection using either a hinged lockable cover or screws.
 - 2.3.6.4.5. The electrical connection for the TPS shall be mounted on the TPS rear. The electrical connection shall be placed as close to the ground as practical keeping in mind the tamper requirements and the flexibility and physical properties of the Electrical Connection Power Cord.
- 2.3.6.5. Internal wiring within the TPS shall include:
 - 2.3.6.5.1. The TPS shall include a circuit breaker panel and circuit breakers which shall provide the ability to turn individual items within the TPS off. Items that will need to be powered include:
 - 2.3.6.5.2. The fire sprinkler water pump.
 - 2.3.6.5.3. The heater for keeping water within the fire sprinkler supply tank from freezing.
 - 2.3.6.5.4. The heat-trace used to prevent the water in the flexible connection between the TPS and the MHU from freezing.
 - 2.3.6.5.5. An alarm that is horn and strobe that provides notification that there is water flow to the sprinkler system.

Tank & Pump Systems Requirements

- 2.3.6.5.6. The alarm that provides notification that there is a temperature issue (freeze protection) within the TPS.
- 2.3.6.6. All wires shall be labeled and color-coded.
- 2.3.6.7. Electrical connections within the TPS shall be made in accordance with NEC.
- 2.3.6.8. Main power supply shall be 30 Amp, 240V / 1 Phase / 60 Hz. Conductors shall be clearly labeled as being the main power supply.
- 2.3.7. **Electrical Connection Wiring Assembly**
 - 2.3.7.1. The contractor shall provide an electrical connection Wiring Assembly. See **Diagram 5** for examples of components.
 - 2.3.7.2. Electrical Connection Wiring Assembly shall be rated for 240 volts 30 amps;
 - 2.3.7.3. IEC 60-309-2 International Pin and Sleeve compliant;
 - 2.3.7.4. The connections shall be rated as water tight IP69K
 - 2.3.7.5. One end of the Electrical Connection Wiring Assembly shall have a female connector rated for UL 746C;
 - 2.3.7.6. One end of the Electrical Connection Wiring Assembly shall have a male connector rated for UL 746C;
 - 2.3.7.7. The wire used in the Electrical Connection Wiring Assembly shall be constructed of minimum 10 gage THHN wire;
 - 2.3.7.8. The wire used in the Electrical Connection Power Cord shall be protected by UL listed "liquid tight flexible, direct bury conduit";
 - 2.3.7.9. The Electrical Connection Wiring Assembly shall provide 20 feet (two inches tolerance plus) of cable exclusive of any connections. The cable shall be measured from the rear of one connector to the rear of the other connector.
 - 2.3.7.10. At a minimum the Electrical Connection Wiring Assembly shall be tested to UL183 for the following:
 - 2.3.7.10.1. Polarity Testing
 - 2.3.7.10.2. Ground-Continuity Testing
 - 2.3.7.10.3. Dielectric Voltage-Withstand Testing

Tank & Pump Systems Requirements

- 2.3.7.11. FEMA requires that the entire Electrical Connection Wiring Assembly, be prefabricated at a UL certified facility utilizing UL listed Conduit, conductors, and fittings.
- 2.3.7.12. Manufacturer of Electrical Connection Wiring Assembly must be ISO9001-2008 certified.

2.3.8. **Water Connection**

- 2.3.8.1. The TPS shall have a standardized water connection that will allow the Water Connection Hose to be connected to the TPS.
- 2.3.8.2. The contractor shall install a stainless steel male 1-1/2 inch cam and lock water fitting on the exterior of the TPS. The connector shall be installed on the rear side of the TPS. The interface between the connector and the interior of plumbing of the TPS shall be left to the contractor's design. See **Diagram 6**.
- 2.3.8.3. Heat trace that is installed as part of the freeze protection system shall provide protection for the water connection.

2.3.9. **Water Connection Hose**

- 2.3.9.1. The water connection between the TPS and the MHU shall be made of cross-linked polyethylene (PEX) tubing approved for use in NFPA 13D sprinkler systems.
- 2.3.9.2. The water connection and water line shall be 1½ inches in diameter.
- 2.3.9.3. The water connection hose ends shall be identified as either the TPS end or the MHU end.
- 2.3.9.4. The water connection and water line shall be protected by approved self-regulating heat-trace. The heat-tracing shall be specifically "Listed" by a nationally accredited testing laboratory (e.g., Underwriters Laboratory – UL) for use on sprinkler systems. Examples of acceptable heat-trace are: Thermon FLX™ Self-Regulating heat-trace or Raychem® XL-Trace self-regulating heating cable or equal. If the contractor chooses not to use one of these heat-trace products the contractor shall provide documentation that the substitute is an approved alternate product Listed by a nationally accredited testing laboratory.
- 2.3.9.5. Heat-trace shall be installed in compliance with the manufacturer's installation manual. The TPS shall provide an additional two feet of listed heat trace beyond the junction.

Tank & Pump Systems Requirements

- 2.3.9.6. Water line insulation shall be closed cell foam insulation. Thickness of the insulation shall be determined by calculations based on the design temperature stated herein. The MHU manufacturer shall provide a closed cell foam line flange cover to insulate the union that joins the MHU sprinkler system to the TPS. This will be installed after the water line connection to the TPS is complete at the final installation site.
- 2.3.9.7. TPS install kit
- 2.3.9.7.1. The TPS installation kit shall include all material required to install and seal the closed cell foam insulation.
- 2.3.9.7.2. Closed cell foam insulation shall be provided with the TPS. The closed cell foam insulation shall be part of the water connection freeze protection when installed in combination with the heat-trace. The contractor shall ensure that the closed cell foam insulation is packaged for transportation with the TPS.
- 2.3.10. **Alarms**
- 2.3.10.1. The TPS shall have two alarms. These alarms shall be mounted on the exterior of the TPS enclosure. The alarm horn and strobe for pump operations and the alarm notification device for low temperature shall be separate and shall be mounted in such a way that the alarm notification devices are protected from tampering.
- 2.3.10.2. Alarms shall be mounted on the TPS Front. See *Diagram 7*.
- 2.3.10.3. The Pump Operation Alarm shall be mounted closer to the MHU.
- 2.3.10.3.1. **Pump Operation Alarm:**
- 2.3.10.3.1.1. The TPS shall be equipped with a combination audible local alarm and visual notification appliance (strobe), Potter model SH-120 or approved equivalent.
- 2.3.10.3.1.2. The contractor shall provide and install alarm initiating device and alarm circuit wiring so that the alarm sounds whenever the pump runs.
- 2.3.10.3.1.3. The pump operation alarm is a local alarm only, dial-up or remote monitoring is not required.
- 2.3.10.3.2. **Low Temperature Alarm:**
- 2.3.10.3.2.1. The contractor shall provide and install a low temperature alarm in the TPS. The low temperature alarm shall alert in the event that the

Tank & Pump Systems Requirements

temperature within the TPS falls below 35°F, or if the heat-trace and/or heating system becomes inoperable.

- 2.3.10.3.2.2. The low temperature alarm is a local alarm only; dial-up or remote monitoring is not required.
- 2.3.10.3.2.3. The low temperature alarm will sound and flash on the exterior of the TPS enclosure.
- 2.3.10.3.2.4. The low temperature alarm shall have battery backup sufficient to sound the alarm for 12 continuous hours in the event of a low temperature during a power failure.
- 2.3.10.4. Surface mounted alarms shall have weatherproof exteriors. Recessed mounted alarms shall be water tight and have weatherproof covers.
- 2.3.10.5. Alarms shall have a sound output rating of at least 80 decibels at 10 feet.
- 2.3.10.6. Alarms shall have a visual notification appliance (strobe) that has an output of at least 15 candela.
- 2.3.10.7. A placard shall be placed immediately adjacent to the exterior pump operation alarm. The placard shall state "CALL FIRE DEPARTMENT WHEN THIS ALARM SOUNDS - RESIDENTIAL FIRE SPRINKLER IN OPERATION" in red color on white background. Text size shall be no less than three inches (3") in height, text plain, and bold face font. The placard shall be made of weather proof reflective materials and shall be permanently affixed to the TPS.
- 2.3.10.8. A placard shall be placed immediately adjacent to the low temperature warning alarm. The placard shall state "CALL THE MAINTENACE HOTLINE WHEN THIS ALARM SOUNDS - THE SPRINKLER TANK AND PUMP SYSTEM REQUIRES MAINTENANCE" in a dark blue color on a white background. Text size shall be no less than three inches (3") in height, text plain, and bold face font. The placard shall be made of weather proof reflective materials and shall be permanently affixed to the TPS.
- 2.3.10.9. The alarm notification sound and light for the pump operation and low temperature alarms shall be distinctive and clearly marked on the exterior of the TPS enclosure identifying which alarm is activated.
- 2.3.11. **Thermal Protection**
 - 2.3.11.1. Any time there is water in the tank, pump, connected piping, all TPS components, and all piping between the TPS and the point of connection to the sprinkler system

Tank & Pump Systems Requirements

on the underside of the MHU, the temperature of the water and interior of the TPS enclosure shall be maintained at or above 42°F (5.6°C).

- 2.3.11.2. Antifreeze solutions shall not be used in any portion of the system.
- 2.3.11.3. Design temperature shall be steady-state ambient temperature of - 35°F (35°F below zero or -37.3°C).
- 2.3.11.4. Design calculations for freeze protection shall be prepared and stamped by a licensed Professional Engineer with competency in designing freeze protection systems. Reference standards shall be cited, cut sheets identifying specific product(s), and designer's experience with freeze protection systems shall be included in submittal to FEMA.
- 2.3.11.5. The water connection between the TPS and the MHU shall be installed so that the connection is appropriately protected against the elements to include but not be limited to freeze protection.

2.3.12. **Tamper Protection**

- 2.3.12.1. All water control valves, water connection and electrical connections must be protected against tampering either within the TPS, behind the locked maintenance access door or with its own lock or secured access cover.
- 2.3.12.2. Locks that are keyed alike shall be provided for each valve, door, or other lockable device that is associated with the TPS. All locks shall be manufactured by Schlage and keyed as specified above in the enclosure requirements.
- 2.3.12.3. All connections that are connected directly to the TPS shall be hard wired.
- 2.3.12.4. The connection between the TPS and the water line (to the MHU) shall be inside the enclosure to be protected against tampering.

2.3.13. **Test Requirements**

- 2.3.13.1. *Initial Testing:* The TPS shall be tested prior to shipment to FEMA.
 - 2.3.13.1.1. All electrical components and circuits shall be tested to ensure that all elements perform as designed and there are no electrical faults.
 - 2.3.13.1.2. The water system shall be tested including the tank, pump and connection to the MHU (it does not require a physical connection to an actual MHU). The connection shall ensure that there are no leaks and that the water system performs as designed.

Tank & Pump Systems Requirements

- 2.3.13.1.3. After initial testing, the water tank, pump and piping shall be emptied prior to shipment of the TPS to FEMA.
- 2.3.13.2. *Maintenance Testing requirement:* The TPS shall be provided with a test connection downstream of the fire sprinkler water pump. This connection shall be designed to create a flow of water flow of not more than 13 gpm when the pump is running. The maintenance test connection shall return water to the fire sprinkler water storage tank.

PART 3. DOCUMENTATION AND LABELING

3.1. Documentation and Labeling Overview

- 3.1.1. The TPS shall be accompanied by adequate documentation to ensure that the TPS was properly manufactured and that provides FEMA with clear instruction on the storage (including any maintenance in storage); transportation; installation; maintenance during use; and decommissioning of the TPS.
- 3.1.2. Labeling shall provide the information that is needed to clearly identify items and components of the TPS and to provide instruction if one of the TPS alarms is activated.
- 3.1.3. All instructions shall include a logical sequence of steps to achieve the stated objective. Instructions shall be specific to each unit and shall include explanatory material and full description of the actions that are to be taken and a complete list of the tools needed. Photos or diagrams shall be specific to each unit and may be included to illustrate the instructions as necessary. Include checklists for each operation. Instructions shall be written at the eighth-grade level of comprehension.

3.2. Documentation Requirements

3.2.1. Design Documentation

- 3.2.1.1. Complete design documentation shall be provided for the TPS including blueprints/drawings, water flow diagrams, electric diagrams, controller diagrams, wiring diagrams, and the operation parameters (e.g., maximum number of sprinklers heads supported and maximum linear feet of pipe supported).
- 3.2.1.2. A complete parts list shall be provided. Parts list shall include manufacturer, model number, part number and cut sheet(s) for every component that is provided.
- 3.2.1.3. Detailed list of all tools required to ship, install, operate, and decommission the TPS shall be provided. Where special tools are required, include manufacturer, model, size, and cut sheet.

Tank & Pump Systems Requirements

- 3.2.1.4. All design calculations shall be provided.
- 3.2.1.5. An acceptance test plan for verifying TPS performance prior to shipping the TPS to FEMA shall be provided.
- 3.2.1.6. All acceptance test results for each TPS shall be provided. Include a copy of the certification in the information packet shipped with the TPS.
- 3.2.2. Operation Documentation
 - 3.2.2.1. Provide complete operating instructions for the TPS including: handling, storage, shipping, site preparation, installation, operation, maintenance, decommissioning, and preparation for shipping from installation site
 - 3.2.2.1.1. Handling and storage instructions shall address all requirements for the long term storage of the TPS at a FEMA manufactured housing storage site (MHSS). To include but is not limited to information regarding any periodic maintenance that is needed for the TPS and the frequency of the periodic maintenance, how many can be stacked on top of each other and what is the proper storage orientation (which end is up), temperature limits and any special handling instructions required.
 - 3.2.2.1.2. Shipping instructions shall address any requirements for preparing the TPS for shipment, shipping the TPS via common carrier as a full load or a less than load (LTL) shipment. This shall include posting of the TPS, stacking restrictions or requirements of the TPS and other requirements.
 - 3.2.2.1.3. Installation instructions shall include: all requirements for setting up the TPS, connecting the TPS to the MHU and testing the TPS; site preparation; leveling requirements and tolerances and dimensional requirements; the need for a barrier (such as a manufactured home ABS pad) that is required between the TPS and the gravel/crushed rock base; electrical and water connections; filling the water tank; field site testing upon startup and other instructions as required. Provide detailed instructions for proper preparation of the installation site.
 - 3.2.2.1.4. Installation instructions shall clearly state if the local ambient temperature is expected to fall below 50°F, water shall not be added to the system until and unless electrical power is available for the freeze protection system.
 - 3.2.2.1.5. Complete instructions for installation of the flexible connection, heat trace, and insulation shall be provided.

Tank & Pump Systems Requirements

- 3.2.2.1.6. FEMA plans to have the TPS installed on the ground adjacent to the rear exterior access/egress stairs.
- 3.2.2.1.7. Operation and maintenance instructions shall include: testing requirements for the TPS and alarms as well as the required frequency of such tests; any preventative maintenance requirements or activities and any other maintenance, testing or operational requirements; color diagram of the electrical circuits within the TPS from the exterior disconnect to the item(s) connected to the electrical circuits.
- 3.2.2.1.8. Decommissioning instructions shall include: all requirements for decommissioning the TPS so that it can be transported to FEMA. The steps required to disconnect the TPS from the MHU and the requirements for uninstalling the TPS from the site where it is installed for use. The deactivation instructions shall describe how to decommission the TPS so that it can be reused if required by FEMA. Deactivation instructions shall include a pre-deactivation testing requirement to ensure that the TPS is functioning as designed; the removal of water from the TPS tank and TPS pump; and, the safe storage of the water and electrical connection as well as any specific preparation required to transport the TPS
- 3.2.3. Operating instructions shall be submitted for review and comment by FEMA prior to delivery of the MHUs. Submittal shall be in MS Word format. The operating instructions shall be revised and resubmitted as necessary to incorporate FEMA review comments. After acceptance of the operating instructions by FEMA, one durable, printed copy shall be bound and provided in each MHU, and an electronic copy in MS Word format shall be provided to FEMA. Install the bound hard copy in either a rigid wall-mounted fixture approved by FEMA, in the mechanical closet or with the sprinkler water tank.

3.3. Labeling

- 3.3.1. All TPS labeling and signs shall be printed with one inch (1") letters with the letters being a high contrast to the label or sign background.
- 3.3.2. The TPS shall have the following labels and/or signs:
 - 3.3.2.1. Control Valve Labels: All TPS control valves shall be labeled to note their function and normal position. Example: Water Tank Fill Valve Normally Closed. Labeling shall be permanently affixed and durable.
 - 3.3.2.2. Pipes: All pipes shall be labeled with the normal direction of water flow.

Tank & Pump Systems Requirements

- 3.3.2.3. Removal Covers: Any cover that is entirely removable shall be labeled with its use and location and the portion of the TPS that houses the cover shall be labeled with the name of the cover required.
- 3.3.3. The TPS electrical system shall have the following labels and/or signs:
 - 3.3.3.1. Circuit Breaker Label: Permanently mark circuit breaker(s) providing electrical power to the pump, heater, heat-trace and/or alarms to indicate their function.
The TPS electrical system shall have the following labels and/or signs:
- 3.3.4. Water supply tanks shall be labeled: "Sprinkler system water supply tank. Non potable water, Do not drink this water." Letters shall be at least one inch tall, easily legible, and shall be bright red in color. Provide a ready-to-use self-adhesive decommissioning label in an envelope fastened to the interior door of the water heater closet for the operating instructions packet. Decommissioning label will be applied to the inside of a kitchen cabinet when the MHU is removed from service to alert future owner(s) that the sprinkler system has been disabled. Decommissioning label shall be red with white letters at least one-inch tall and shall read: "This Manufactured Home was originally equipped with automatic fire sprinklers to provide the highest level of occupant safety. The installed sprinkler system is **NOT** connected to the domestic water supply and must be connected to a separate water supply. The sprinkler system has been disabled, major components have been removed, and must be serviced by a qualified fire sprinkler technician to ensure continued occupant safety."

PART 4. QUALITY CONTROL

4.1. Performance Testing

- 4.1.1. Perform acceptance tests and the hydrostatic testing for the TPS in accordance with NFPA 13D and other FEMA requirements. Submit a signed and dated certification of acceptance test completion with each TPS. Certification shall include details of tests performed and the results of each test.
- 4.1.2. After testing, contractor shall remove all water from the sprinkler system.

PART 5. OTHER REQUIREMENTS:

5.1. Site Installation Parts and Accessories Preparation:

- 5.1.1. Provide equipment mounting pad if required for the TPS enclosure.

5.2. Parts and Installation Kit:

- 5.2.1. All parts, materials, installation instructions, and special tools required to install, operate, and maintain the TPS shall be provided.

Tank & Pump Systems Requirements

- 5.2.2. The TPS shall be equipped with all parts and materials needed to install the unit and make it fully functional, with the exception of standard hand tools, garden hose to fill the tank, and water.
- 5.2.3. Local purchase of any parts or materials is not acceptable;
- 5.2.4. Parts and materials shall be sealed in clear plastic bags that are clearly labeled to permit verification and inventory. Plastic bags shall be packaged in a clearly labeled cardboard box.

5.3. **Packaging:**

- 5.3.1. Securely package the TPS and parts kit for shipping. Package and ship each complete TPS as a separate, stand-alone unit containing all parts, materials, and instructions needed for installation.
 - 5.3.1.1. Consolidate packaging into the minimum number of packages. Label all packages with a discrete package number and the total number of packages in that TPS (i.e., Box 2 of 4).
 - 5.3.1.2. Provide and install thread protecting plugs or caps on all exposed pipe or coupling threads prior to shipping.
 - 5.3.1.3. The TPS shall be assembled to the maximum extent possible.

5.4. **Decommissioning**

- 5.4.1. Sprinkler system shall include provisions and components necessary to allow the system to be easily deactivated, disconnected and fully drained with common tools when FEMA removes the MHU. Include a procedure in the operation manual by which the sprinkler system and all components can be emptied into the sanitary sewer system of the MHU during the deactivation process.

PART 6. INTERFACE AND CONNECTIONS

6.1. **Flexible Water Connection for the Water Connection Hose**

- 6.1.1. The water connection hose shall have two different connections identified as the MHU end and the TPS end. See *Diagram 8*.

- * 6.1.2. Each TPS shall be equipped with a prefabricated, insulated and heated flexible tube for connecting the TPS to the MHU.

Tank & Pump Systems Requirements

- 6.1.3. Provide all parts, equipment, materials, and complete instructions to protect the entire length of the flexible connection against freeze. Freeze protection shall meet the temperature and exposure criteria specified.
- 6.1.4. Additional length of heat-trace and insulation shall be provided so that the male PEX to NPT on the flexible water connection, the female union and approximately six inches (6") of the MIU male NPT connector can be freeze protected.
- 6.1.5. Flexible connection shall be a minimum of 20 ft. long as measured from the exterior surface of the TPS enclosure.
- 6.1.6. The MHU end shall:
 - 6.1.6.1. The end of the flexible water connection designed to be attached to the MHU shall be a 1½ inch PEX to male NPT connector. (e.g., UPONOR WIPEX Fitting part number 5550015 or Viega PEX Press adaptor part number 90581)
 - 6.1.6.2. The MHU will provide a 1½ inch male NPT. To mate the TPS to the MHU, the contractor shall provide a brass or chlorinated polyvinyl chloride (CPVC) 1½ inch female NPT union as part of the TPS installation kit.
 - 6.1.6.3. Provide a methodology and parts to secure the insulated 1½ inch female NPT union to the MHU so that there is no stress on the water connection. The male connection from the MHU will exit the MHU and then turn 90 degrees and run parallel to the floor of the MHU. All parts required to secure the union shall be included in the TPS parts kit, bagged separately and labeled.
- 6.1.7. The TPS end shall:
 - 6.1.7.1. Have a stainless steel female 1-1/2 inch cam lock connector water fitting.
 - 6.1.7.2. The contractor shall be responsible for joining the 1—1/2 inch pex hose to the cam lock connector and ensuring that the connection is water tight.
 - 6.1.7.3. The female cam lock connector shall be a PT Coupling Secure-Lok, Continental-Insta-Lock, Dixon EZ Boss-Lock or equal.
 - 6.1.7.4. The contractor shall provide a "SCHLAGE" padlock as specified above for the PT Coupling Secure-Lok, Continental-Insta-Lock, Dixon EZ Boss-Lock or equal.

PART 7. DELIVERABLE REQUIREMENTS

7.1. Required Elements

- 7.1.1. Drawings and calculations:

Tank & Pump Systems Requirements

7.1.1.1. Provide a complete set of engineering drawings and calculations. Drawings and calculations shall include at a minimum:

7.1.1.1.1. Dimensioned drawings detailing all aspects of the proposed system.

7.1.1.1.2. Stamped design calculations for the electrical and freeze protection systems, including designer qualifications.

7.1.2. Parts List:

7.1.2.1. Provide a complete parts list including manufacturer, model number, and all other specifications required to procure repair or replacement parts for the sprinkler system.

7.1.2.2. Include manufacturer's cut sheets for each component to be used, clearly identifying the specific model or features to be used in the system.

7.1.2.3. Include documentation that components or parts that are required to be Listed by an independent testing laboratory are so Listed.

7.1.3. Tool List:

7.1.3.1. Provide a list of all tools or equipment required for FEMA to install at final home location, operate, maintain, and decommission the provided sprinkler system. Where special tools are required, include manufacturer, model, size, and cut sheet.

PART 8. DELIVERY, TRANSPORTATION AND STORAGE REQUIREMENTS

8.1. Required Elements

8.1.1. Delivery:

8.1.1.1. FEMA anticipates that the TPS will be received and stored at one of the Manufactured Housing Storage Site (MHSS) located in Selma, AL or Cumberland, MD.

8.1.2. Storage:

8.1.2.1. FEMA will typically store the TPS either in standard intermodal containers or in warehouse space.

8.1.2.2. The TPS shall be designed so that they can be stored by being stacked at least two high. This requirement is for storage only. To meet this requirement the TPS may be either:

8.1.2.2.1. Shall be designed so that its structure allows the TPS to be stacked; or

Tank & Pump Systems Requirements

- 8.1.2.2.2. Shall be provided with and encased in a "shipping/storage frame" which will allow the TPS to be stacked.
- 8.1.2.3. TPS shall be designed to be stored in any of the environments identified below.
 - 8.1.2.3.1. MHSS at Selma in an standard intercontinental container exposed to the elements
 - 8.1.2.3.2. MHSS at Selma in warehouse space
 - 8.1.2.3.3. MIHSS at Cumberland in an standard intercontinental container exposed to the elements
 - 8.1.2.3.4. MHSS at Cumberland in warehouse space
- 8.1.2.4. The contractor shall provide FEMA with any inspection and/or maintenance requirements for interim and long term storage. The contractor shall define interim and long term storage.
 - 8.1.2.4.1. Interim storage is defined as 6 months or less.
 - 8.1.2.4.2. Long Term storage is defined as storage beyond 6 months.
- 8.1.3. Transportation:
 - 8.1.3.1. TPS will be shipped either in intermodal containers 20' or 40'; as part of a Less Than Load (LTL) shipment; in a 48' or 53' box trailer; or, on a flatbed trailer.
 - 8.1.3.1.1. The contractor shall design the TPS so that they maximize the number of TPS that can be shipped per container.
 - 8.1.3.1.2. The contractor shall design the TPS so that they minimize the storage footprint of TPS at the MHSS or other location.
 - 8.1.3.2. At FEMA's discretion, the agency may require that the contractor provide either 20' or 40' intermodal containers as part of the delivery requirement.
- 8.1.4. Storage and Transportation:
 - 8.1.4.1. To allow FEMA to plan for current and future transportation that contractor shall provide the following Load plans:
 - 8.1.4.1.1. The contractor shall provide load plans for the shipping and storage of the TPS.
 - 8.1.4.1.2. The transportation load plans shall identify if the TPS are able to be stacked. It will also contain information as to how high can the TPS be stacked.

Tank & Pump Systems Requirements

8.1.4.1.2.1. Load plans shall be provided for 20' and 40' intermodal containers as well as for 48' or 53' box trailer. See Diagram

8.1.4.1.3. The storage load plan shall identify if the TPS are able to be stacked when stored in a warehouse.

8.1.4.1.3.1. For Warehouse storage, the TPS will not be stored in the intermodal containers.

PART 9. ACRONYMS and Glossary

ABS - Acrylonitrile-Butadiene-Styrene (Terpolymer)

ANSI - American National Standards Institute

CFR - Code of Federal Regulations

CPVC - Chlorinated Poly Vinyl Chloride

FEMA - Federal Emergency Management Agency

GPM - Gallons per Minute

HP - Horsepower

Hz - Hertz (cycles per second)

MIU - Manufactured Housing Units

NEC - National Electric Code

NEMA - National Electric Manufacturers Association

NFPA - National Fire Protection Association

ODP - Open Drip Proof

PEX - Cross-Linked Polyethylene

PSI - Pounds per Square Inch

PSIG - Pounds per Square Inch Gauge (or Gage)

TPS - internal components of the TPS system

TPS enclosure - the ridged housing that protects the TPS from weather, tampering and provides freeze protection.

TPS system - the TPS and the TPS enclosure

Tank & Pump Systems Requirements

UL – Underwriter's Laboratory

Glossary

Cam locks also called Cam and groove coupling, a kind of Hose coupling used to rapidly connect and disconnect fitting on piping or hose, they come in a variety of materials to be used with different liquids and a variety of sizes to accommodate hose or piping diameter. Cam locks uses ANSI A-A-59326 formerly Military Specification MIL-C-27487.

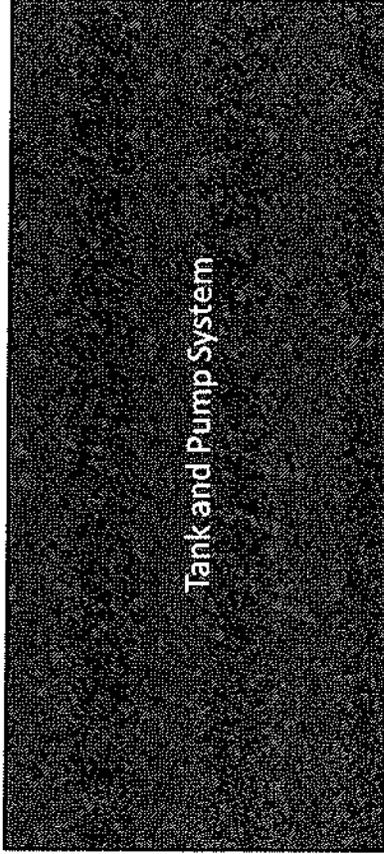
Cam lock fasteners are categorized as:

- Type "A", has a male camlock end and a female pipe thread (NPT thread) of the same size.
- Type "B", has a female camlock end and a male pipe thread of the same size.
- Type "C", has a female camlock end and a male hose tail on the other.
- Type "D", has a female camlock end and a female pipe thread of the same size.
- Type "E", has a male camlock end and a male hose tail on the other.
- Type "F", has a male camlock end and a male pipe thread of the same size.
- Type "DC" is an end cap with female camlock.
- Type "DP" is an end cap with male camlock.

Diagram 1

TPS Orientation

Away
Side



TPS
Front

TPS
Rear

MHU
Side

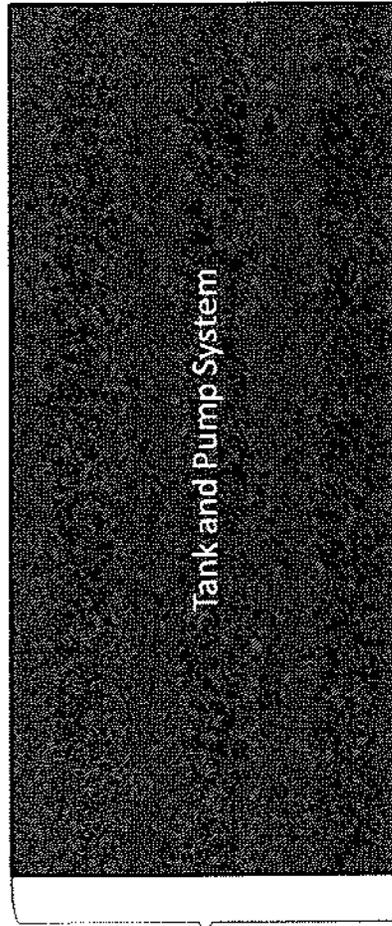
Not to Scale

Diagram 2

Maximum Dimension Front/Rear

Away
Side

Dimension at the discretion of the manufacturer.



Not to
Exceed
4 feet

TPS
Front

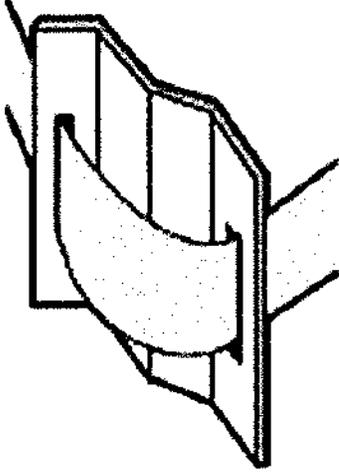
TPS
Rear

MHU
Side

Not to Scale

Diagram 3

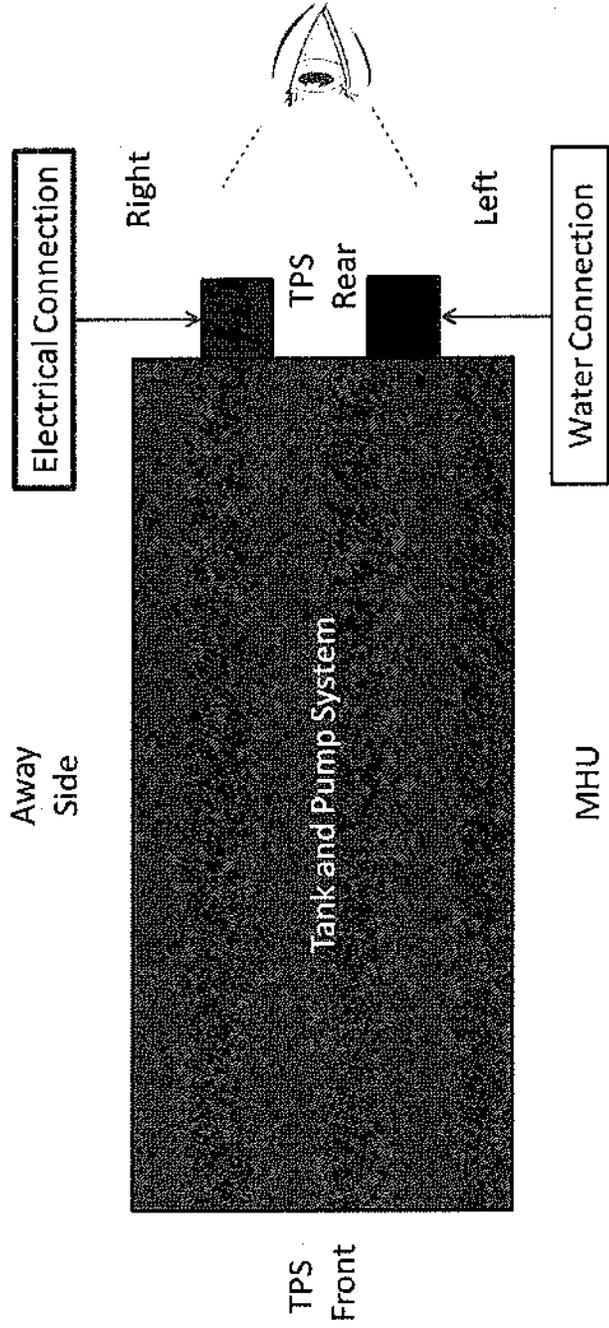
Manufactured Home Roof Bracket



Example: For Illustrative Purposes Only

Diagram 4

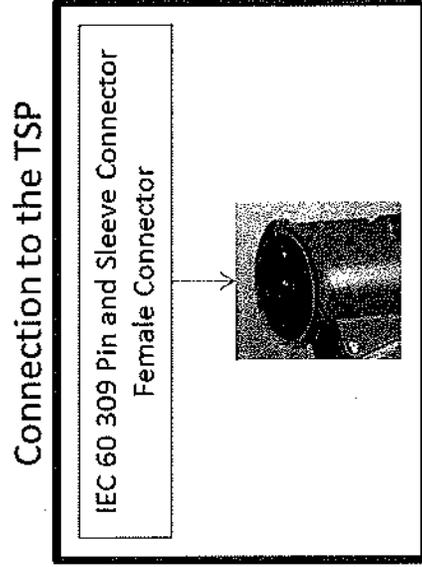
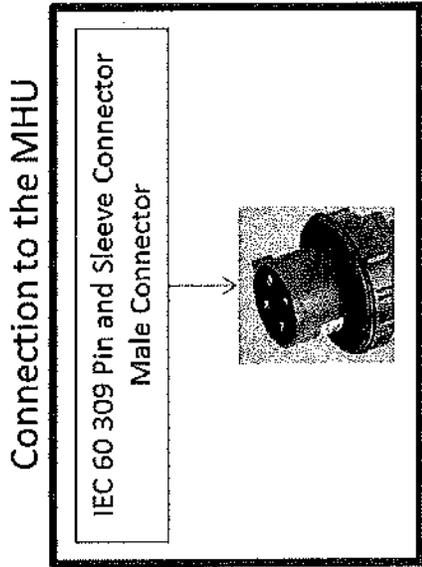
Electric & Water Connection Locations



Not to Scale

Diagram 5

Electrical Connection MHU/TPS (Example Components)



Wire in Flexible
Direct Bury Conduit

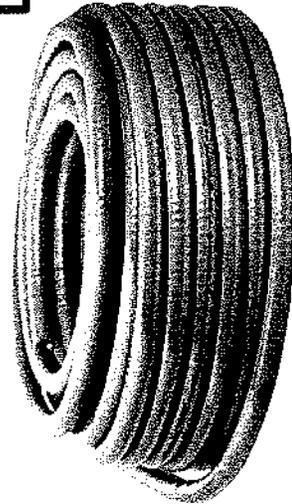
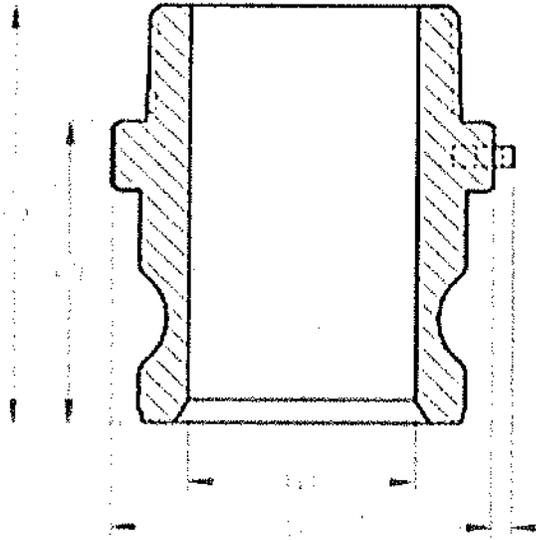
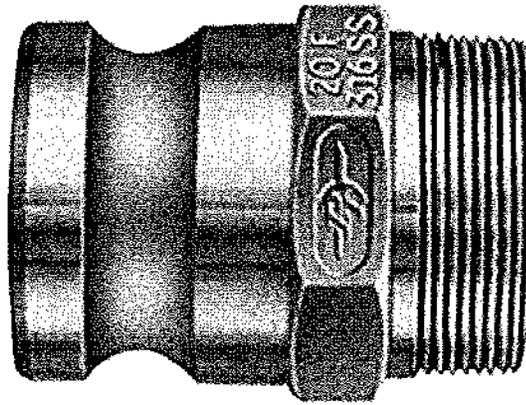


Diagram 6

TPS Exterior Water Connection



Male Cam Lock Water Fitting

Diagram 7

MHU/TPS Installation Orientation

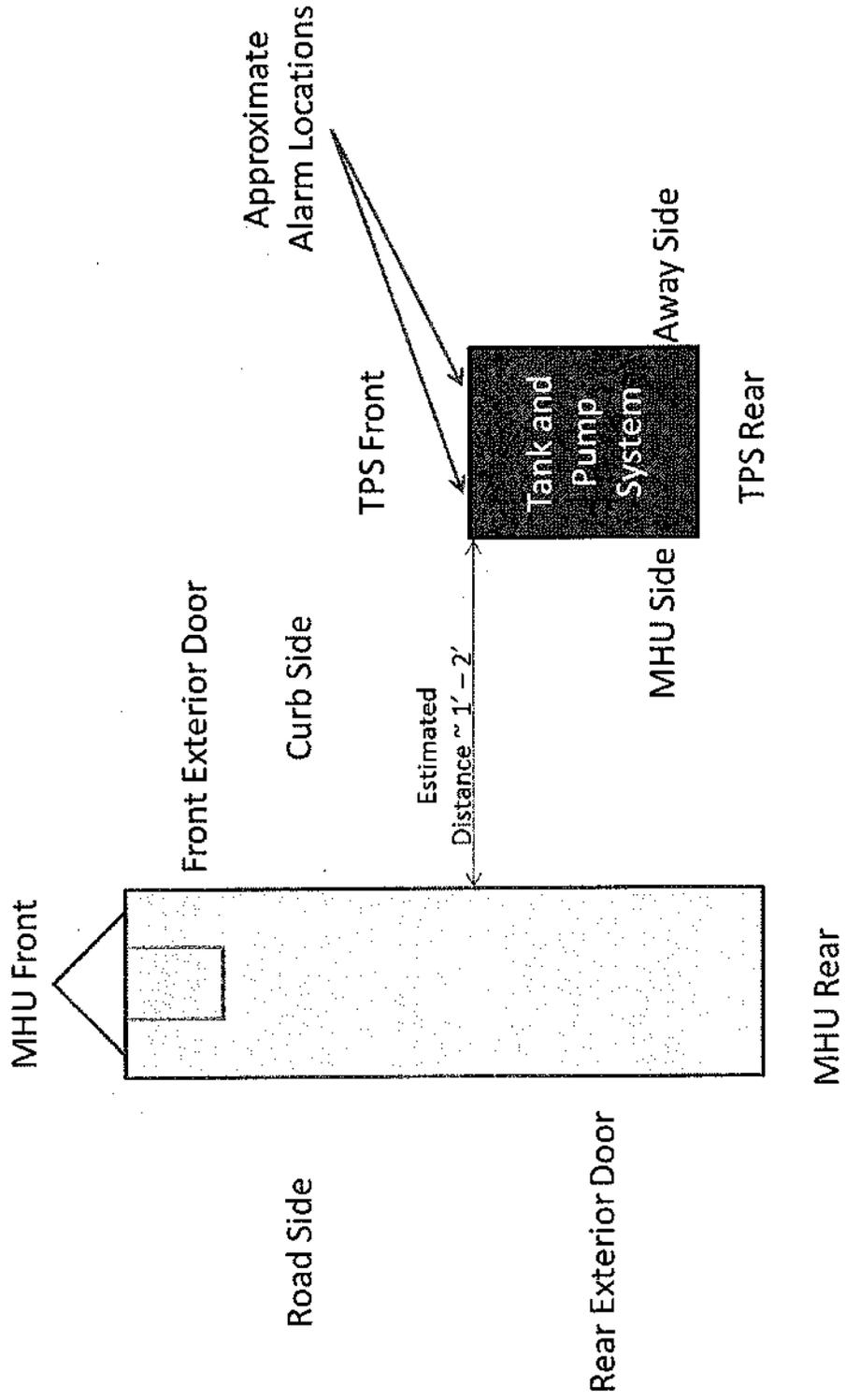


Diagram 8

Water Connection Hose Ends

Water Connection
MHU End

Water Connection
TPS End

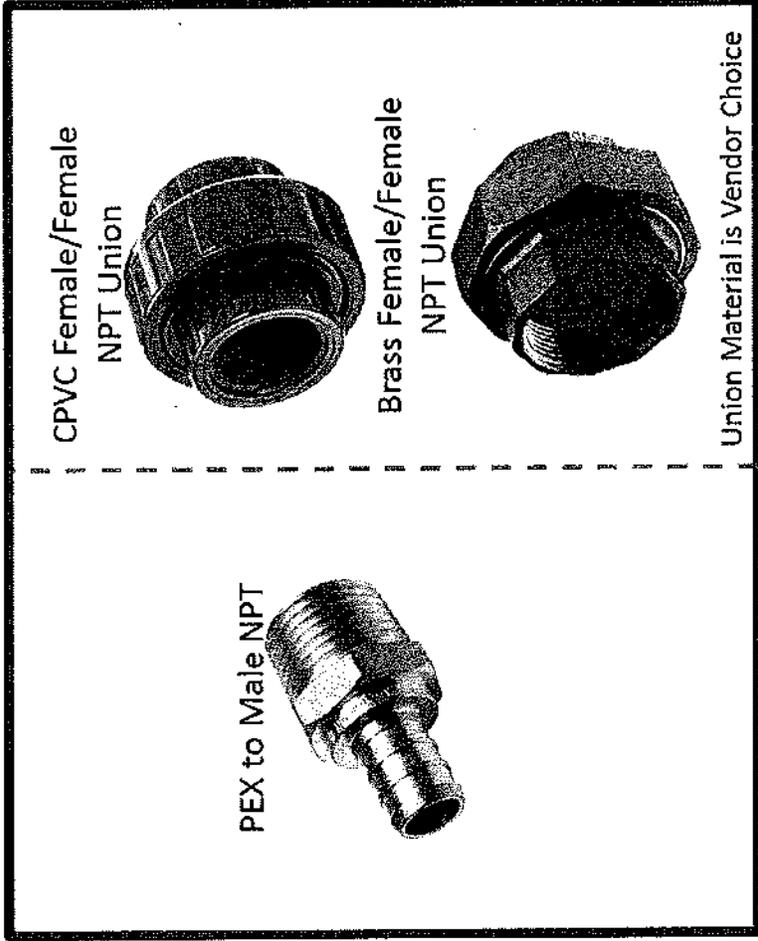
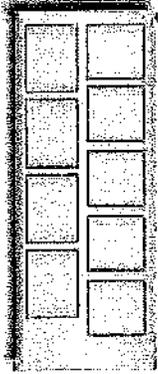


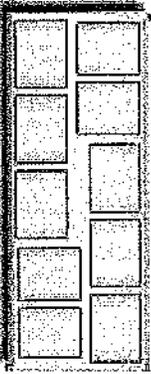
Diagram 9

Examples of load plans for 20' and 40' Intermodal Containers

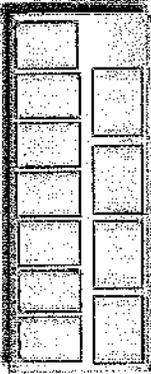
20' container



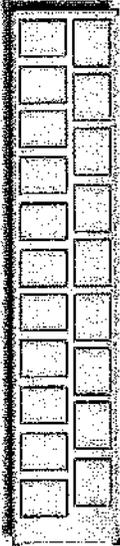
9 - 10 Standard Pallets 1000 x 1200



11 Europallets 800 x 1200



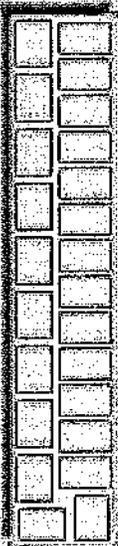
40' container



20 to 21 Standard Pallets 1000 x 1200



23 to 24 Europallets 800 x 1200



COMBINED SYNOPSIS/SOLICITATION

for

Tank and Pump Systems (TPS)

Synopsis: This is a combined synopsis/solicitation for commercial supplies prepared in accordance with (IAW) the format in Federal Acquisition Regulation (FAR) 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. Solicitation Number is HSFE80-15-R-0010 and is issued as a Request for Proposal (RFP) IAW FAR Parts 12 and 13, utilizing the test procedures in FAR subpart 13.5.

FEMA has determined that the agency will equip manufactured housing units (MIUs) used as temporary housing with residential fire sprinkler systems. The sprinkler systems are in compliance with National Fire Protection Association (NFPA) Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes - NFPA 13D.

FEMA has determined that an external Tank and Pump System (TPS) will be provided with the MIU to ensure a consistent and adequate water supply. The TPS will provide adequate water flow, pressure and quantity to meet the operational requirements set forth by FEMA and in NFPA 13D.

FEMA has developed requirements for the TPS that will allow the MIU manufacturers to plan the NFPA 13D sprinkler system. The TPS requirements will have water pressure and flow requirements, an environmental envelop, water capacity minimums, maximum electrical power available, transportation requirements, and specific connections for electricity and water.

This solicitation incorporates all mandatory commercial item provisions and clauses that are in effect through Federal Acquisition Circular (FAC) 2005-83, effective July 2, 2015.

The North American Industrial Classification System (NAICS) code is 333996 and the Small Business Size Standard is 500 employees.

It is the responsibility of the contractor to be familiar with the applicable clauses and provisions as included in Section C of the RFP. The clauses may be accessed in full text at:

1. <https://www.acquisition.gov/far/>
2. <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

The Government contemplates awarding up to (4) Firm Fixed Price requirement type contracts resulting from this solicitation.

Questions are due to the Contract Specialist, NLT 2pm EST, August 20, 2015.

Proposals are due to the Contract Specialist, NLT 2pm EST, September 10, 2015 via the instructions listed in the Section E.4 of the RFP.

Table of Contents

SECTION A	A-1
A.1 COMBINED SYNOPSIS/SOLICITATION	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 PRICE/COST SCHEDULE	B-1
B.2 PERIOD OF PERFORMANCE.....	B-1
B.3 IDENTIFICATION OF GOVERNMENT OFFICIALS.....	B-1
B.4 BILLING INSTRUCTIONS (JUN 2014).....	B-1
B.5 DEFECTIVE OR IMPROPER INVOICES (JUN 2014).....	B-1
B.6 INVOICE APPROVAL (JUN 2014)	B-2
B.7 INVOICE INSTRUCTIONS (JUN 2014).....	B-2
SECTION C - CONTRACT CLAUSES	C-1
C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)	C-1
C.3 ORDERING (OCT 1995).....	C-7
C.4 ORDER LIMITATIONS (OCT 1995).....	C-7
C.5 REQUIREMENTS (OCT 1995).....	C-7
C.6 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)	C-7
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-1
SECTION E - SOLICITATION PROVISIONS	E-1
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)...	E-2
E.2 HSAR 3052.209-79 REPRESENTATION BY CORPORATIONS REGARDING A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW OR UNPAID FEDERAL TAX LIABILITY (FEB 2014).....	E-2
E.3 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS	E-2
E.4 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	E-5
E.5 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014).....	E-5
E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAR 2015).....	E-12

SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

The Price/Cost Schedule shall be completed by the contractor based on the attached Tank and Pump System Requirements and the attached Price Cost Schedule spreadsheet. The Price Proposal shall be submitted in Excel format.

B.2 PERIOD OF PERFORMANCE

The Period of Performance for this contract shall be from Date of award through 12 months.

B.3 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Contracting Officer:

Name: Rahsaan Edwards

E-mail: Rahsaan.Edwards@fema.dhs.gov

Office Number: (202)646-5786

Contract Specialist: Name: Erik Young

E-mail: Erik.Young@fema.dhs.gov

Office Number: (202)646-4354

Contracting Officer's Representative: Name: Edwin Martinez

E-mail: Edwin.Martinez@fema.dhs.gov

Office Number: (202)646-4537

B.4 BILLING INSTRUCTIONS (JUN 2014)

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

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

B.5 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

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

B.6 INVOICE APPROVAL (JUN 2014)

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

Authorized Invoice Approver

Name: Edwin Martinez

Phone: 202-646-4537

Email: Edwin.Martinez@fema.dhs.gov

B.7 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

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

SF 1034 and 1035 instructions:

SF 1034--Fixed Price

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

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an

advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

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

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

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

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

(Name of Official)

(Title)

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

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

INVOICE PREPARATION INSTRUCTIONS SF 1035

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

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

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

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

Schedule Number - leave blank.

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

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

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

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

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

SECTION C - CONTRACT CLAUSES**C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

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

52.202-1	DEFINITIONS	(NOV 2013)
52.203-3	GRATUITIES	(APR 1984)
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANACTIONS	(SEP 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANACTIONS	(OCT 2010)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	(MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT	(JUL 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.215-2	AUDIT AND RECORDS-NEGOTIATION	(OCT 2010)
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	(OCT 1997)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(FEB 1997)
52.227-14	RIGHTS IN DATA – GENERAL	(DEC 2007)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(DEC 2013)
52.242-13	BANKRUPTCY	(JUL 1995)
52.242-15	STOP-WORK ORDER	(AUG 1989)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

(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 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

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

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

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

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- (36)(i) 52.223-13, Acquisition of EPEAT-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-13.
- (37)(i) 52.223-14, Acquisition of EPEAT-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 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).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xviii) 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.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the base period, and option period if exercised.

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

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, 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 \$4.6 million dollars;

(2) Any order for a combination of items in excess of \$4.6 million dollars; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day 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.5 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of contract period of performance.

C.6 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.242-72 Contracting Officer's Technical Representative.

3052.247-72 F.o.B. Destination Only.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- Attachment 1: Tank and Pump Systems Requirements
- Attachment 2: Price/Cost Schedule
- Attachment 3: Past Performance Questionnaire

SECTION E - SOLICITATION PROVISIONS**E.1 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://www.acquisition.gov/far/index.html>

FAR 52.204-6	Data Universal Numbering System Number (Dec 2012)
FAR 52.209-7	Information Regarding Responsibility Matters (Feb 2012)
FAR 52.216-27	Single or Multiple Awards (Oct 1995)
FAR 52.217-5	Evaluation of Options (July 1990)
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Dec 2012)

E.2 HSAR 3052.209-79 REPRESENTATION BY CORPORATIONS REGARDING A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW OR UNPAID FEDERAL TAX LIABILITY (FEB 2014)

(a) In accordance with sections 561 and 562 of Division F, Title V of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), none of the funds made available by that Act may be used to enter into a contract with any corporation that:

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that:

(1) It is is not a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months.

(2) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(c) If the Offeror represents in (b) above that it is a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, or that it is a corporation that has unpaid Federal tax liability that has been assessed, the Offeror shall provide all information related to the felony or tax liability within 3 business days.

E.3 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
400 Virginia Ave.
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:

Federal Emergency Management Agency
Office of Acquisition Management
Rahsaan Edwards
500 C Street, S.W., 3rd Floor NW
Washington, DC 20472

-OR-

David J. Orris
Agency Protest Ombudsman
Office of Chief Procurement Officer (OCPO)
DHS/Federal Emergency Management Agency
Building D, Room 123
16825 South Seton Avenue
Emmitsburg, MD 21727

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).

E.4 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

In addition to the FAR 52.212-1 "Instructions to Offerors-Commercial Items," the following is requested: Offerors are required to submit their proposals in three separate volumes as follows:

Provide (1) Electronic Copy To:

Erik Young, Contract Specialist
Community and Survivor Assistance Section
Acquisition Operations Division
500 C Street SW
3rd Floor NW
Washington DC 20472

Electronic Copy to: Erik.Young@fema.dhs.gov

Volume I – Technical Proposal	One (1) electronic copy	Factors 1-5
Volume III – Cost	One (1) electronic copy	Factor 6

Questions are due to the Contract Specialist, NLT 2pm EST, August 20, 2015.

Proposals are due to the Contract Specialist, NLT 2pm EST, September 10, 2015.

Title of the Requirement: Tank and Pump Systems (TPS)

The content of the technical proposal must not exceed 50 single spaced pages using a font size of 12. Each "page" is one sheet, 8 1/2" x 11", with at least one inch margins on all sides, using Times New Roman font. Pages shall be consecutively numbered. Page numbers, notation of proprietary information, and any other identifying information printed on each page are excluded from the margin requirements. Any foldout pages shall not exceed either 8 1/2" x 22" or 17" x 11", which when folded in half will be no larger than 8 1/2" by 11". The foldout will count as two pages. The Government will not review content exceeding the 50 page limitations. The technical proposal must not contain cost/price information.

Resumes are required but will not be counted against the page limitation. The Offeror's proposal must be accompanied by a signed cover letter, by a company representative that is authorized to commit the company to a binding contract.

Each proposal shall include the following:

Cover page - shall indicate the following:

- Title of the proposal
- RFP Number
- Proposal category (Technical or Business)
- Volume Number

Table of Contents - Sufficient details that will allow the important elements to be easily located. The Table of Contents does not count against the 50-page limitation.

(End of Addendum to 52.212-1)

E.5 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award between 3 and 5 contracts 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:

- TECHNICAL FACTOR 1 – Technical Approach
- TECHNICAL FACTOR 2 – Manufacturing Approach and Quality Control
- TECHNICAL FACTOR 3 – Production Capability and Delivery Timeline
- TECHNICAL FACTOR 4 – Corporate Qualifications and Experience
- TECHNICAL FACTOR 5 – Past Performance
- TECHNICAL FACTOR 6 – Price/Cost

(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.

FEMA will use a Best Value analysis for this evaluation. The factors are listed in descending order where Technical Approach is significantly more important than any other individual factor and when Technical Approach and Manufacturing Approach and Quality Control are combined, they are significantly more important than Corporate Qualifications and Experience, Past Performance, and price. Price is the least important factor and is rated separately.

*The distinction between past performance and corporate experience is that corporate experience pertains to the volume of work completed by an Offeror that is comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

FACTORS

TECHNICAL FACTOR 1: TECHNICAL APPROACH

The Offeror's technical approach shall demonstrate an understanding of the requirements and provide the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The Offeror's technical approach will be evaluated by assessing the likelihood that the proposed technical approach will meet the Government's requirements, including any associated risk with the Offeror's non-performance in the technical approach. This factor will be used to evaluate the degree to which the Offeror's proposed technical approach meets all requirements. Offerors shall demonstrate their understanding of the requirements stated in the Performance Work Statement (PWS). Technical approach will be evaluated based on the extent to which the Offeror concisely and accurately discusses the nature of the commodities being procured as measured by the following which are considered of equal importance:

- Understanding of the technical requirements identified in the PWS.
- Detailed approach for providing for the technical requirements identified in the PWS.
- A demonstration of the technical approach used to ensure the work is being performed on time and properly.

TECHNICAL FACTOR 2: MANUFACTURING APPROACH AND QUALITY CONTROL PLAN (QCP)

This factor contains two (2) elements: (1) Manufacturing Plans and Processes and (2) QCP.

- a) Technical Factor 2 -- Element 1 - Manufacturing Plans and Processes: Offeror shall describe its overall approach for producing and delivering the Tank and Pump System (TPS) that will meet all of the performance and delivery requirements.
- b) Technical Factor 2 -- Element 2 - QCP: The Offeror shall provide a QCP which clearly states the proposed methods and techniques that will be used to maintain effectiveness of the Offeror's quality control system through the use of their quality policies, quality objectives, analysis of data, corrective action plans, preventative actions, and management review. The QCP shall, at a minimum, discuss the Offeror's overall approach and procedures for evaluating each of the tasks identified in the PWS, communicating with the Government, resolving deficiencies, and identifying potential improvements. The Government will evaluate the extent to which the Offeror clearly states the proposed methods and techniques that will be used to maintain effectiveness of the Offeror's quality control system through the use of their quality policies, quality objectives, analysis of data, corrective action plans, preventative actions, and management review. Additional information can include a description of the

Offerors methodology for conducting failure analysis in the event of product deficiencies or test failures to include root cause and corrective action analysis.

TECHNICAL FACTOR 3 – PRODUCTION CAPABILITY AND DELIVERY TIMELINE

Capability & Method and Approach:

The Government shall evaluate the Offeror's technical capability to meet the production/delivery requirements of prospective contract/delivery orders including production processes, capacity and resources. The Offeror's proposed approach will be evaluated for accuracy, clarity, completeness, reasonableness, realism, and credibility. Offeror's approach for managing proposed subcontractors and teaming arrangements will also be evaluated on the effectiveness of these arrangements to assure that the Government obtains an integrated team in an efficient and effective manner.

Items used to evaluate the Offeror shall include all tasks necessary to ensure the manufacture and delivery of TPS in accordance with the requirements of this solicitation. These tasks include, but are not limited to, the following activities:

- Offeror's Manufacturing Plan describing the Offeror's current and future capacity to produce and deliver the TPS including the associated timeframes to start the production line; produce the initial TPS for delivery and ramp up to full production;
- Planning and scheduling production;
- Procurement or production of components;
- Testing of components and assemblies for verification of performance levels;
- Monitoring of subcontractors to assure they are meeting requirements;
- Management of a product quality control system;
- Resolution of any manufacturing or quality issues encountered during the performance of this contract;
- Planned schedule to handle varying preproduction and production requirements, production schedules, changing technical and resource requirements; and
- Identification of risk areas and a risk mitigation plan for all areas of risk identified including cost, schedule and performance risks. Offeror must also address how it will integrate its risk mitigation plan into its overall Program Management/ Systems Integration Plan.

Performance of these minimum tasks shall not be construed as relieving the Offeror of the responsibilities under the terms and conditions of the contract to furnish the Government with items fully in conformance with the requirements of the product drawings and specifications.

TECHNICAL FACTOR 4 – CORPORATE QUALIFICATIONS AND EXPERIENCE

This factor focuses on the Offeror's demonstrated experience as represented by submitted projects conducted within five (3) years of the date of the solicitation. The Government will not consider nor evaluate corporate experience on an Offeror submission that concluded more than five (3) years prior to the date of this solicitation. For referencing projects/contracts/TOs that are actively being performed, performance must be a minimum of 50% complete as of the date of this solicitation. The submitted projects shall be of a nature similar to the efforts addressed under this solicitation in terms of size, scope, and technical regulatory complexity in accordance with the requirements outlined in the Tanks and Pumps Systems Requirements.

Corporate Qualifications and Experience will be evaluated to allow FEMA to determine the degree to which the Offeror has previously encountered the kinds of work, uncertainties, challenges, and risk that it is likely to encounter under the

prospective contract and the Offeror's relative capability. This factor differs from Past Performance in that the type and complexity of the work is evaluated.

The Offeror shall demonstrate corporate experience in successful recent, relevant and similar work of same complexity and scope of this solicitation in detail supported by facts. Offerors may use the contracts provided as part of the Past Performance submission or they may use alternate contracts. Offeror shall submit a list of no more than three (3) Government and/or commercial contracts/delivery orders within the past three (3) years for relevant and recent efforts. The Offeror shall describe its general background, organizational structure, lines of authority, and the qualifications of key personnel. The description of the experience shall clearly specify the following: (1) contract/delivery order number, (2) title of effort, (3) total potential dollar value, (4) performance period, (5) contractor role (prime or subcontractor), and (6) a brief description of the effort. The Offeror's corporate qualification and experience shall demonstrate its capability to perform the requirements of this solicitation.

Small or newly formed firms shall demonstrate corporate experience by clearly describing and supporting by facts, in terms of the experience of its senior technical and management personnel, the capability of performing this requirement. They shall provide the same information indicated in the previous paragraph.

TECHNICAL FACTOR 4 shall be organized with a Tab for each Government and/or commercial contracts/delivery orders submitted for Corporate Qualification and Experience.

Technical Factors 1 through 4 shall be rated using the following adjectival ratings:

ADJECTIVAL RATING	DEFINITION
Superior	Proposal demonstrates an excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards. The Offeror's proposal addresses all aspects of the requirements in detail and has strengths that will significantly benefit the Government and risk of unsuccessful performance is very low.
Satisfactory	Proposal demonstrates an understanding of the requirements and an approach that meets performance or capability standards. Proposal presents an acceptable solution with few or no strengths and risk of unsuccessful performance is moderate.
Unsatisfactory	Proposal fails to meet requirements and one or more deficiencies exist for which correction would require a major revision or redirection of the proposal. A contract cannot be awarded with this proposal. The risk of unsuccessful performance is high.

TECHNICAL FACTOR 5 – PAST PERFORMANCE

The Offeror shall submit documentation and demonstrate to the Government that they have successful relevant past performance. Relevant past performance means past performance on projects that are the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation.

Offerors shall submit a list of all Government and/or commercial contracts/task orders for relevancy and recency efforts. Relevancy efforts are defined as efforts involving services/supplies of a similar nature, complexity, and magnitude to the effort required by this solicitation. Recency of an effort is defined as contracts that are ongoing or that have been completed within seven (7) years of the date of issuance of the solicitation/request for proposal.

New Corporate Entities – New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. FEMA requires that Past Performance questionnaires are submitted directly to the Contracting Officer/Contract Specialist (CO/CS) in a sealed envelope or sent directly to the CO/CS via email (either scanned or electronically signed) from the party filling out the questionnaire. Offeror letters of recommendation, commendations, evaluations and/or awards will not count against the page limitation.

This Tab shall be organized with a sub Tab for each Government and/or commercial contracts/task orders submitted. Within each sub-tab provide the past performance information in the following order clearly indicating where one area ends and the next begins:

Contract Descriptions: This section shall include the following information in the following format:

- (a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
- (b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
- (c) Government's technical representative/COR, and current e-mail address, telephone and fax numbers.
- (d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
- (e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.
- (f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Task Order Numbers also.
- (g) Contract Type (specific types such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.)).
- (h) Awarded price/cost.
- (i) Final or projected final price/cost.
- (j) Original delivery schedule, including dates of start and completion of work.

(k) Final, or projected final delivery schedule, including dates of start and completion of work.

Performance: Offerors shall provide a specific narrative explanation of each contract listed in TECHNICAL FACTOR 5 – PAST PERFORMANCE describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

Additional Submittals:

- Submit a Past Performance form for three but not more than four of the projects presented to the Government. The form shall be filled out completely to indicate size, scope and complexity.
- The Offeror must complete all blocks in each Past Performance form submitted. All data presented on the form must be accurate, current and complete. The Offeror must include the DUNS number in Block 2 of the form, if the Offeror has one. The Offeror must provide at least two (2) references for each project. The Government intends to check references, so reference information must be current and accurate.
- If the Offeror is a joint venture, it may submit performance information of a joint venture partner. If the Offeror wishes to be credited with the past performance information of a subcontractor, the subcontractor must be qualified according to the requirements of the paragraph entitled, in this Section.
- To receive credit for past performance as a subcontractor, or work which the prime contractor previously performed as a subcontractor to another prime, the form must state in detail the nature of the work performed as a subcontractor and the percentage of the prime contract this work comprised.

To receive credit for past performance as a Joint Venture, or work which the prime contractor previously performed as a subcontractor to another prime, the experience form must state in detail the nature of the work performed as a subcontractor and the percentage of the prime contract this work comprised.

Evaluation Ratings for Past Performance Factor:

Rating System for Past Performance Evaluation Factors	
Rating	Definition

Neutral	No relevant performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance information for the Offeror, key personnel, or subcontractors. This is neither a negative or positive assessment. This rating does not apply to Offerors that have experience but fail to provide references, or that provide non-responsive references.
Satisfactory	Based on the Offeror's past performance record, it is likely that the Offeror will successfully perform the required effort.
Unsatisfactory	Based on the Offeror's past performance record, it is not likely that the Offeror will successfully perform the required effort.

The final technical rating will be based on the evaluation of the individual non-cost factors. The final rating will be determined by weighing all of the technical factors. The final technical rating will be given using the same rating scale as Technical Factors 1 through 4.

COST OR PRICE FACTORS

FACTOR 6: PRICE

Price will be evaluated separately from the technical proposal. The Government will evaluate price to determine whether the offered price is fair and reasonable, and reflects a clear understanding of the solicitation requirements. Price will also be a factor in establishing the competitive range prior to discussions (if held) and in making the final determination for award.

The reasonableness of the price proposed will be determined on the basis of adequate price competition by comparing the proposed prices among offers. The prices will also be compared against the Independent Government Cost Estimate (ICGE).

While non-price factors are more important than price, as the Offers become more equal in non-price merit, the more the importance of price will increase. The Government shall make award to the Offeror who represents the overall best value to the Government. Given the above order of importance in section E.5 the Offeror's total evaluated price will still be traded off against the Offeror's technical (non-price) portion of the proposal, to determine the overall best value to the Government if needed. The best value is represented by the most advantageous offer, price and all other (non-price) factors listed in section E.5 considered. The best value offer may not necessarily be the proposal offering the lowest price or receiving the highest technical rating.

The Government intends to award a contract without discussions with respective Offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

RATING DEFINITIONS

Significant strength: Any part of a proposal that results in a major benefit to the Government, or has the potential for a major positive impact on the quality of products or services.

Strength: Any part of a proposal that results in a benefit to the Government, or has the potential for positive impact on the quality of products or services.

Weakness: A flaw in the proposal that increases the risk of unsuccessful task order performance.

Significant weakness: A flaw that appreciably increases the risk of unsuccessful task order performance.

Deficiency: A material failure of a proposal to meet a Government requirement, as established in the RFP, and renders the proposal unacceptable; e.g., omits data, making it impossible to assess compliance with the evaluation factors, or contains ambiguities that must be clarified before an assessment of compliance can be made.

Omission: Information requested in the RFP that was not provided in the proposal. An omission is not necessarily a deficiency if it is not material in nature and the intent of the vendor can be readily determined.

Risk: A risk is an aspect of a proposed approach that has the potential to negatively impact successfully meeting the Government's needs.

Clarification: Limited exchanges between the Government and vendors for the purpose of enhancing the Government's understanding of proposals, without entering into discussions, or requesting a revision to the proposal.

Neutral: No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful assessment rating can be reasonably assigned. It does not apply if an Offeror fails to provide sufficient or relevant past performance information or responsive references.

E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an Offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the Offeror shall complete only paragraphs (c) through (p) 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.

"Highest-level owner" means the entity that owns or controls an immediate owner of the Offeror, or that owns or controls one or more entities that control an immediate owner of the Offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the Offeror, that has direct control of the Offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

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

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

"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.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"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.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"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 electronically on the SAM website.

(2) The Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM 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 .

(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 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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program 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, 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 for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses 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) 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)(10)(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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--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--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--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--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, Panamanian, 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--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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, 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--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--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--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American--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--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

(5) 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)(5)(ii) of this provision, is a U.S.-made or 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 statute. 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) [] Arc, [] 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 Labor Standards. (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.)

(l) 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 Labor Standards 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.

(l) 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 the SAM database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (l)(3) through (l)(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The Offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the Offeror--

(i) Represents, to the best of its knowledge and belief, that the Offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) 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; and

(iii) Certifies that the Offeror, and any person owned or controlled by the Offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)