

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER WN02670Y2020T		PAGE OF 1 11			
2. CONTRACT NO. 70FA3020P00000008		3. AWARD/ EFFECTIVE DATE 04/01/2020		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME (b)(6)			b. TELEPHONE NUMBER (b)(6)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472				CODE FEMA HQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 423490 SIZE STANDARD: 100			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
15. DELIVER TO SEE ATTACHMENT 1 PRICE LIST W DELIVERY LOCATIONS		CODE FEMA		16. ADMINISTERED BY FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		CODE FEMA HQ			
17a. CONTRACTOR/OFFEROR W W GRAINGER INC ATTN (b)(6) 100 GRAINGER PKWY LAKE FOREST IL 600455202		CODE 005103494 FACILITY CODE		18a. PAYMENT WILL BE MADE BY FEDERAL FINANCE CENTER FEDERAL FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604		CODE FEMA			
TELEPHONE NO. (b)(6)		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		DUNS Number: 005103494 The Contractor shall provide supplies in accordance with the SOW, price list w/delivery locations and the terms and conditions of this Purchase Order. DO/DPAS Rating: NONE BFY: 2020 Fund Code: 06 Program: 7220SU Organization: 4400 Object Class: 2664 Fund Type: D  Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA 2020-06-7220SU-4400--2664						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$495,010.31			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Digitally signed by (b)(6) (b)(6) Date: 2020.04.02 12:37:33 -04'00'					
30b. NAME AND TITLE OF SIGNER (Type or print) (b)(6) VP, Federal Contracts		30c. DATE SIGNED 04/02/2020		31b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6)		31c. DATE SIGNED 04/01/2020			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Medical Supplies and Personal Protective Equipment (PPE) for Community Based Testing Sites (CBTS) (See Attachment 1 - Price List w/ Delivery Locations)				(b)(4)
0002	Shipping Charge (NTE) (See Attachment 1 - Price List w/ Delivery Locations)				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

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

This is a Firm-Fixed-Price (FFP) Delivery Order.

All terms and conditions of this Purchase Order are in full force and effect.

**Period of Performance:** 04/01/2020 – 04/06/2020

**FEMA Contracting Officer:**

The FEMA Contracting Officer is the only person authorized to approve changes to or modify any of the requirements under the contract. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The CO is:

Contracting Officer:

Name: (b)(6)

Address: Federal Emergency Management Agency  
500 C. Street, SW, 3<sup>rd</sup> Floor  
Washington, DC 20472-3205

Email: (b)(6)

Contract Specialist:

Name: (b)(6)

Address: Federal Emergency Management Agency  
500 C. Street, SW, 3<sup>rd</sup> Floor  
Washington, DC 20472-3205

Email: (b)(6)

**FEMA Contracting Officer's Representative (COR):**

The COR has responsibility for receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the contract. The COR supports the CO in the general management of the program. The COR is: (b)(6)

**Invoice Procedures:**

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services **as specified in the Price/Cost Schedule.**

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at [FEMA-Finance-Vendor-Payments@fema.dhs.gov](mailto:FEMA-Finance-Vendor-Payments@fema.dhs.gov),

AND

Contractors shall also submit an electronic pdf copy to FEMA COR or program person if a COR is not designated at their email address.

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. Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

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. The Contractor shall not be paid more frequently than on a monthly basis.

**SF 1034 and 1035 instructions:**

**SF 1034 – Public Voucher for Purchases and Services Other than Personal**

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

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the CO.
- (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" OR "For detail, see contractor invoice form".

(13) 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)

(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 or contractor invoice form.

### **SF 1035 – Continuation Sheet**

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 (contractor invoice form) 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, and description.

**Quantity; Unit Price** – insert for supply contracts.

**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

### **ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION**

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly the FEMA Finance Center at [FEMA-Finance-RecordsMaintenance@fema.dhs.gov](mailto:FEMA-Finance-RecordsMaintenance@fema.dhs.gov), or to the Contracting Office.

2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:

(a) Routing Transit Number (RTN) – The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

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

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

## **Clauses**

### **FAR 52.212-4 Contract Terms and Conditions-Commercial Items. (OCT 2018)**

### **FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (OCT 2018)**

(See next Page for Full Text)

### **FAR 52.217-6 Option For Increased Quantity. (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **5 days**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

### **FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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



## FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (OCT 2018)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

(5) [Reserved].

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

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

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

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

(10) [Reserved].

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2)and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Aug 2018) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (Feb 1999) of 52.222-26.



- (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
  - (ii) Alternate I (July 2014) of 52.222-35.
  - (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
  - (ii) Alternate I (July 2014) of 52.222-36.
  - (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
  - (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  - (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 (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
  - (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
  - (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
  - (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Oct 2015) of 52.223-13.
  - (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-14.
  - (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
  - (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-16.
  - (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
  - (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
  - (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
  - (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (ii) Alternate I (JAN 2017) of 52.224-3.
  - (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
  - (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - (ii) Alternate I (May 2014) of 52.225-3.
  - (iii) Alternate II (May 2014) of 52.225-3.
  - (iv) Alternate III (May 2014) of 52.225-3.
  - (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301note).
  - (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
  - (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
  - (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
  - (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - (ii) Alternate I (Apr 2003) of 52.247-64.
  - (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]*
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
  - (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration,

or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5

million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015)

(38 U.S.C. 4212).

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

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

(xi) 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.

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

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

(xiv) 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).

(xv) 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).

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

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

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

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

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

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

(xxi) 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.

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

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

*(End of clause)*

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER  
ATTACHMENTS:**

ATTACHMENT #	NAME
0001	Price List w/ Delivery Locations
0002	COVID-19_Grainger_SOW v1

2. CONTRACT NO.: 70FA3020D00000002  
 3. AWARD/EFFECTIVE DATE: 04/15/2020  
 4. ORDER NUMBER: 70FA3020F00000313  
 5. SOLICITATION NUMBER:  
 6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: (b)(6)  
 a. NAME: (b)(6)  
 b. TELEPHONE NUMBER: (No collect calls)  
 8. OFFER DUE DATE/LOCAL TIME:

9. 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  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 EDWOSB  
 8(A)  
 NAICS: 339113  
 SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE  
 12. DISCOUNT TERMS:  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):   
 13b. RATING: DO-M8  
 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: FEMA HQ  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 ACQUISITION MANAGEMENT  
 500 C STREET SW  
 3RD FLOOR  
 WASHINGTON DC 20472  
 CODE: FEMA HQ  
 16. ADMINISTERED BY: FEMA HQ  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 ACQUISITION MANAGEMENT  
 500 C STREET SW  
 3RD FLOOR  
 WASHINGTON DC 20472

17a. CONTRACTOR/OFFEROR: 3M COMPANY  
 ATTN: (b)(6)  
 (b)(6)  
 SAINT PAUL MN 551441000  
 CODE: 006173082  
 FACILITY CODE:  
 18a. PAYMENT WILL BE MADE BY: FEMA  
 FEMA FINANCE CENTER  
 FEMA FINANCE CENTER  
 PO BOX 9001  
 WINCHESTER VA 22604  
 CODE: FEMA

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	DUNS Number: 006173082 DO/DPAS Rating: DO-M8 BFY: 2020 Fund Code: 06 Program: 7220SU Organization: 4400 Object Class: 2664 Fund Type: D 3M PARTICULATE RESPIRATOR 9010 SKU: XH003810294 Product/Service Code: 6515 Product/Service Description: MEDICAL AND SURGICAL INSTRUMENTS, EQUIPMENT, AND SUPPLIES Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)	(b)(4)	EA	(b)(4)	(b)(4)

25. ACCOUNTING AND APPROPRIATION DATA: 2020-06-7220SU-4400--2664  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$4,070,000.00

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 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: OFFER DATED: 2020.04.16 08:19:46 -04'00'. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6)  
 30b. NAME AND TITLE OF SIGNER (Type or print): Government Contract Specialist  
 30c. DATE SIGNED: 4/16/20  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Digitally signed by (b)(6)  
 (b)(6)  
 Date: 2020.04.16 08:19:46 -04'00'  
 31b. NAME OF CONTRACTING OFFICER (Type or print): (b)(6)  
 31c. DATE SIGNED: 04/15/2020

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	3M PARTICULATE RESPIRATOR 9502+ SKU: XY003899743 Product/Service Code: 6515 Product/Service Description: MEDICAL AND SURGICAL INSTRUMENTS, EQUIPMENT, AND SUPPLIES	(b)(4)	EA	(b)(4)	(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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



**SECTION B – SF 1449 CONTINUATION BLOCK**

**B.1 - OVERVIEW**

The Federal Emergency Management Agency (FEMA) and 3M entered into an Indefinite Delivery – Indefinite Quantity (IDIQ) Contract # 70FA3020D00000002 for Filtering Facepiece Respirators and other personal protective equipment (PPE). The IDIQ contract details supplies, with accompanying descriptions, that may be ordered under the IDIQ.

This firm-fixed-price (FFP) Delivery Order# 70FA3020F00000313 is placed against IDIQ contract # 70FA3020D00000002, in accordance with the ordering procedures at FAR 16.505, and it is subject to the terms, conditions, clauses and provisions, in full text or incorporated by reference, in the IDIQ.

This delivery order formalizes an Authorization to Proceed (ATP) that was given by the FEMA Office of the Chief Procurement Officer (OCPO) to 3M Company on Thursday, April 9, 2020 (b)(4)

(b)(4)

Furthermore, this is a rated order certified for national defense use, and you are required to follow all the provisions of the Health Resources Priorities and Allocations System regulation (45 CFR part 101). This rated order is placed for the purpose of emergency preparedness. It must be accepted or rejected within two (2) days after receipt of the order.

If the Contractor needs to utilize industrial resources to fulfill this rated order for a health resource, it is authorized pursuant to the Defense Priorities and Allocations System (15 CFR Part 700) to place the same priority rating and program identification symbol for health resources on its orders for industrial resources with its suppliers.

**B.2 – SCHEDULE OF SUPPLIES**

The items contained in the supply schedule below are items offered under IDIQ contract # 70FA3020D00000002. FEMA is purchasing these items in accordance with the Defense Production Act (DPA), 50 U.S.C. § 4501 et seq and FEMA Rated Order pursuant to 50 U.S.C. § 4511(a), Executive Order 13911, and 45 C.F.R. part 101.

CLIN#	Item#	Description	Unit Price	Unit of Measure	Qty (millions)	Total CLIN Price
0001	9010	3M PARTICULATE RESPIRATOR 9010 SKU: XH003810294	(b)(4)	EACH	(b)(4)	(b)(4)
0002	9502+	3M PARTICULATE RESPIRATOR 9502+ SKU: XY003899743		EACH		
<b>GRAND TOTAL</b>						<b>\$4,070,000.00</b>

*FCA (Free Carrier) Shanghai Airport Warehouse delivery incoterms*

All labeling and user instructions shall be in English with the exception of products distributed

solely within Puerto Rico or a non-U.S., foreign territory where the predominant language is other than English. In these instances, the predominant language may be substituted for English. For packaged user instructions not in English, translated versions can be accessed using 3M's primary COVID-19 worker safety page at [https://www.3m.com/3M/en\\_US/worker-health-safety-us/covid19/](https://www.3m.com/3M/en_US/worker-health-safety-us/covid19/). Per the Food and Drug Administration's (FDA) Emergency Use Authorization (EUA), 3M has created end-user letters explaining this and directs users to their website to download English language user instructions.

### **B.3 – DELIVERY SCHEDULE**

**Required Delivery Date:** 4/30/2020 *(in accordance with FEMA Rated Order issued pursuant to 50 U.S.C. § 4511(a), Executive Order 13911, and 45 C.F.R. part 101)*

**FEMA will pick up the required items directly for FEMA-chartered air transport at the following location:**

Shanghai Pudong International Airport Warehouse  
S1 Yingbin Expy, Pudong,  
Shanghai, China  
Code: PVG.

### **B.4 - FEMA CONTRACT ADMINISTRATION**

(a) The FEMA Contracting Officer (CO) is the only person authorized to approve changes to or modify any of the requirements under the Order. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any expenses incurred as a result thereof.

#### **Contracting Officer:**

Name: (b)(6)  
Address: 500 C. Street, SW, 3rd Floor  
Washington, DC 20472-3205  
Email: (b)(6)  
Tel No: (b)(6)

#### **Contract Specialist:**

Name: (b)(6)  
Address: 500 C. Street, SW, 3rd Floor  
Washington, DC 20472-3205  
Email: (b)(6)  
Tel No: (b)(6)

(b) The Contractor shall submit requests for modification of this contract and other administrative requests to the CO and CS and courtesy copy the COR.



(c) Contractual problems of any nature should be handled as soon as possible, and according to applicable public laws and regulations (e.g., Federal Acquisition Regulation). The problem resolution escalation sequence in FEMA is as follows: 1) the initial point of contact for problem resolution is the Contracting Officer's Representative (COR) authorized to oversee services, 2) then the Contracting Officer that awarded the Order.

(d) Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO. The CO is the only official authorized to terminate for cause, to issue notices of termination for cause, and to issue cure notices and show cause notices for the Order.

The CO is responsible for:

- 1) Negotiation and Award of the Order. The CO has the authority to legally bind their organization to IDIQ/Order modifications.
- 2) Administration of the Order. Day-to-day administration activities will generally be carried out by the COR.
- 3) Settlement and Resolution of Contracting Issues. The CO is authorized to settle and resolve contracting issues.
- 4) Contract Records. The CO is responsible for maintaining a complete record of all contracting documents (electronically and/or manually).

**FEMA Contracting Officer Representative (COR):**

The COR has responsibility for receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the contract. The COR supports the CO and PM in the general management of the program.

Name:

Address: 500 C. Street, SW  
Washington, DC 20472-3205

Email:

Tel No:

For order-level deliverables and reports and past performance reporting, CORs will be designated on individual orders. The CO may designate one or more CORs for the Order that will be responsible for the day-to-day oversight of the Order. The COR will represent the CO in the administration of technical details within the scope of the task order. The COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the order. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COR does not have authority to alter the Contractor's obligations or to change the order specifications, price, terms or conditions. If, as a result of technical discussions, it is

desirable to modify order obligations or the specification, changes will be issued in writing and signed by the CO.

(A) The designated COR may provide written technical direction to the Contractor concerning the work performed under the contract. Technical direction is limited to direction that fills in details or otherwise completes the general description of the work set forth in the contract. Technical direction includes:

- 1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual Statement of Objectives.
  - 2) Guidelines to the Contractor, that help interpret technical portions of work descriptions.
- (B) Technical direction must be within the general scope of work stated in the contract.

Technical direction may not be used to:

- 1) Assign additional work under the contract.
- 2) Direct a change as defined in the “CHANGES” clause of the contract.
- 3) Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the direct labor hours, or time required for contract performance.
- 4) Change any of the terms, conditions or specifications of the contract.
- 5) Interfere with the Contractor’s rights to perform the terms and conditions of the contract.

(C) All technical direction has to be in writing (or via e-mail) by the applicable COR.

(D) If the Contractor believes any technical direction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor must notify the CO in writing within five (5) working days after receipt of any such instruction. The Contractor must not proceed with the work affected by the technical direction unless and until the Contractor is notified by the CO that the technical direction is within the scope of this contract. To notify the Contractor, the CO will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is-

- 1) Rescinded in its entirety; or
- 2) Within the scope of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(E) Failure of the Contractor and CO to agree that the instruction or direction is both within the scope of the contract and does not constitute a change under the changes clause, or a failure

to agree upon the contract action to be taken with respect to the instruction or direction, is subject to the Disputes clause of this contract.

(F) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or the applicable COR is at the Contractor's risk.

(G) Nothing in the foregoing paragraph will excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical direction.

## SECTION C – TERMS, CONDITIONS & CLAUSES

### C.1 - 52.217-6 OPTION FOR INCREASED QUANTITIES (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

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

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

*The following clauses are incorporated by reference:*

**FAR 52.211-15 - DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

### C3. – INVOICING AND PAYMENT

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services **as specified in B.2 SCHEDULE OF SUPPLIES.**

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at [FEMA-Finance-Vendor-Payments@fema.dhs.gov](mailto:FEMA-Finance-Vendor-Payments@fema.dhs.gov),

AND

Contractors shall also submit an electronic pdf copy to FEMA COR or program person if a COR is not designated at their email address.

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.

Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

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. The Contractor shall not be paid more frequently than on a monthly basis.

**SF 1034 and 1035 instructions:**

**SF 1034 – Public Voucher for Purchases and Services Other than Personal**

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

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the CO.
- (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" OR "For detail, see contractor invoice form".

(13) 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)

(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 or contractor invoice form.

**SF 1035 – Continuation Sheet**

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 (contractor invoice form) 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, and description.

**Quantity; Unit Price** – insert for supply contracts.

**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

## **ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION**

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly the FEMA Finance Center at [FEMA-Finance-RecordsMaintenance@fema.dhs.gov](mailto:FEMA-Finance-RecordsMaintenance@fema.dhs.gov), or to the Contracting Office.
2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:

(a) Routing Transit Number (RTN) – The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

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

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



**SECTION D – CONTRACT DOCUMENTS, EXHIBITS or ATTACHMENTS**

**D.1 – ATTACHMENT 1: “FDA APPENDIX A: Authorized Respirators” dated April 8, 2020**

2. CONTRACT NO.: HSFE70-17-D-0026  
 3. AWARD/EFFECTIVE DATE: See Block 31c  
 4. ORDER NUMBER: 70FB7020F00000069  
 5. SOLICITATION NUMBER:  
 6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: (b)(6)  
 a. NAME: (b)(6)  
 b. TELEPHONE NUMBER: (No collect calls)  
 8. OFFER DUE DATE/LOCAL TIME: ES

9. ISSUED BY: FEMA HQ  
 CODE: FEMA HQ  
 FEMA HQ  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 OFFICE OF CHIEF PROCUREMENT OFFICE  
 500 C STREET SW  
 3RD FLOOR  
 WASHINGTON DC 20472

10. THIS ACQUISITION IS:  
 UNRESTRICTED OR  
 SET ASIDE: % FOR:  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 EDWOSB  
 8(A)  
 NAICS: 311991  
 SIZE STANDARD: 500

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

15. DELIVER TO: (b)(6)  
 CODE: (b)(6)  
 SOPAKCO DISTRIBUTION  
 1619 INDUSTRIAL ROAD  
 GREENVILLE TN 37745

16. ADMINISTERED BY: FEMA HQ  
 CODE: FEMA HQ  
 FEMA HQ  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 ACQUISITION MANAGEMENT  
 500 C STREET SW  
 3RD FLOOR  
 WASHINGTON DC 20472

17a. CONTRACTOR/OFFEROR: SOPAKCO INC  
 PO BOX 1047  
 MULLINS SC 295743004  
 CODE: 052946894  
 FACILITY CODE:  
 18a. PAYMENT WILL BE MADE BY: FEMA  
 CODE: FEMA  
 FEMA FINANCE CENTER  
 FEMA FINANCE CENTER  
 PO BOX 9001  
 WINCHESTER VA 22604

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 052946894 The contractor shall provide the services in accordance with the attached statement of work and proposal submitted on the date of 04/06/2020. DO/DPAS Rating: NONE BFY: 2020 Fund Code: 06 Program: 7220SU Organization: 4400 Object Class: 2663 Fund Type: D Period of Performance: 04/06/2020 to 10/05/2020  Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 2020-06-7220SU-4400--2663  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$12,313,351.80

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: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6)  
 30b. NAME AND TITLE OF SIGNER (Type or print): (b)(6) VP-Contract Administration  
 30c. DATE SIGNED: 4/06/2020  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): (b)(6)  
 Digitally signed by (b)(6)  
 Date: 2020.04.06 16:56:51 -04'00'  
 31b. NAME OF CONTRACTING OFFICER (Type or print): (b)(6)  
 31c. DATE SIGNED:

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	VMI REDUCED SOBIEUX MEALS TO DELIVERY IN ANY STATE OR FEMA DISTRIBUTION CENTERS.  Delivery: 7 Days After Award	(b)(4)	EA	(b)(4)	(b)(4)
0002	STORAGE FEE BASE PERIOD (b)(4) Meals @ (b)(4) per Pallet for a total (b)(4) pallets (b)(4) per month (6 months base)	(b)(4)	EA	(b)(4)	(b)(4)
0003	STORAGE FEE - OPTION 1  Date Option to be Exercised 7 Days After Award Amount: (b)(4) (Option Line Item) Period of Performance 10/06/2020 to 04/05/2021	(b)(4)	EA	(b)(4)	(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: \_\_\_\_\_ 32c. DATE: \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE: \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE: \_\_\_\_\_

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE: \_\_\_\_\_

33. SHIP NUMBER: \_\_\_\_\_ 34. VOUCHER NUMBER: \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR: \_\_\_\_\_ 36. PAYMENT:  COMPLETE     PARTIAL     FINAL 37. CHECK NUMBER: \_\_\_\_\_

38. S/R ACCOUNT NUMBER: \_\_\_\_\_ 39. S/R VOUCHER NUMBER: \_\_\_\_\_ 40. PAID BY: \_\_\_\_\_

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

Attachment 2:

**DEPARTMENT OF HOMELAND SECURITY (DHS)**



**FEMA**

**Statement of Work (SOW)**

**Reduced Sodium**

## **I. Background**

In a catastrophic disaster, FEMA must provide meals for 1.75M survivors for 72 hours; a total of 10.5 million meals as a requirement of the Federal Interagency Operational Plan (FIOP). The total is sourced through a combination of FEMA stockpile, immediate fulfillment contracts, and federal partner stockpile

FEMA conducted market research August 2016 – October 2016, on the availability of reduced sodium meals for the youth and elderly populations. Based on market research results, it was determined that; (a) 36 month mandatory shelf-life was a limiting factor, hence a 30-36 month shelf-life (b) commercial meals are normally stocked at vendor's facility and (c) Reduced Sodium meals have to be specially made and may require a longer ramp up time from receipt of distribution order to delivery.

To mitigate the lead time from delivery order to delivery, Distribution Management Division (DMD)'s current strategy is to stock 8 million meals across its enterprise for immediate delivery during a response. FEMA's primary stockpiled meals are Reduced Sodium.

## **II. Period of Performance**

Base Year (6 months) and Option 6 months( 6 months each).

## **III. Meals Specification**

FEMA requires type one type of meal; primary type is "Reduced Sodium"

- (1) All meals must be shelf stable, self-heating, and include an entrée along with additional meal components that can be consumed either as part of the meal or reserved for a supplemental snack.
- (2) The meals should provide a variety of nutrient dense foods that reflect the basic food groups.
- (3) Saturated and Trans fats, sodium and added sugars should be limited.
- (4) Nuts are NOT to be included due to diverticulitis and allergy conditions.
- (5) Meal components should be appropriate for consumption by the full range of disaster survivors including children (5 years and older)\* and seniors (65 years and older).
- (6) Each case shall include at least six varieties of an entrée meal.
- (7) All meals/kits must have 30-36 months long shelf-life remaining upon delivery.
- (8) No beverages or drink mixes are required.
- (9) Meals should include: utensil package, napkin, salt and pepper, and salt free seasoning packet.

<b>Nutritional Requirements for “Commercial Meals”</b>	
Maximum calories:	1460 per meal
Minimum calories:	1050 per meal
Saturated Fat:	13 grams or less (<10% of total calories)
Trans Fat:	Between 0 - 2.5 gram per meal
Total Fat:	47 grams or less (<35% of total calories)
Sodium range:	685mg up to 1570mg

<b>Nutritional Requirements for “Reduced Sodium Meals”</b>	
Maximum calories:	1200 per meal
Minimum calories:	1050 per meal
Saturated Fat:	13 grams or less (<10% of total calories)
Trans Fat:	Between 0 - 2.5 gram per meal
Total Fat:	47 grams or less (<35% of total calories)
Maximum sodium:	800mg or less per meal

\*Meals provided to children shall be under the discretion of the parent.

#### **IV. Marking**

All packing shall list production date, lot number and next inspection date or expiration date (as applicable). Next inspection date or expiration date shall be no earlier than 30 months after production date.

#### **V. Labeling/Packaging**

Note: ALL LABELING SHALL BE IN ACCORDANCE WITH FDA AND USDA REQUIREMENTS INCLUDING NUTRITIONAL FACTS LABELING IN ACCORDANCE WITH THE NUTRITIONAL LABELING AND EDUCATION ACT (NLEA). MAXIMUM SIZE OF PRINT FOR SUCH REQUIRED USDA/FDA LABELING SHALL BE THE MINIMUM SIZE PERMITTED BY THOSE REQUIREMENTS AND WITH THE REQUIREMENTS STATED BELOW.

Packaging should be environmentally friendly. Individual packages shall be labeled with the Nutrition Facts’ in accordance with the Nutrition Labeling and Education Act (NLEA) and all other applicable FDA/USDA regulations. Contractor(s) shall provide the exact sodium content per meal.

All reduced sodium products shall be labeled with “REDUCED SODIUM” on all case(s) and individual package(s). The word “REDUCED SODIUM” should be in black bold capital letters on a white background. The font size shall be consistent with FDA labeling definitions and guide. The sticker on the outside of the case(s) shall be (2) inch in height and 10 ¼ inch length.

All meals shall be packaged in the contractor’s standard commercial casing which shall be shipped on industry standard size pallets (48 inches long by 40 inches wide). Each case shall contain 12 to 16 meals based upon vendor packaging with a minimum variety of six entrée meals

per case. Shrink wrap shall be fully over all sides (excluding the top and bottom) with a minimum of (10) layer of shrink-wrap to ensure the capability to double stack pallets without comprising the sturdiness of load and security measurements to prevent loads from being restacked prior to being issued to survivors or placed in the warehouse. The finished product will be placed onto a 48 inches long by 40 inches wide 4 way wooden pallet. The over-all height of the pallet will not exceed 55 inches.

The contractor shall label each sealed pallet container in accordance with the following minimum requirements:

- (1) A statement identifying the commodity.
- (2) The name and place of business of the manufacturer, packer, or distributor.
- (3) Net quantity of contents in terms of weight, measure, or numerical count (measurement must be in both metric and inch/pound units).

## **VI. Production/Delivery Schedule Requirements**

The delivery schedule will be specified in each order. The orders will be classified as either Stock Replenishment or Emergency Response.

Initial delivery freight costs should be included in price quote of each meal unit cost. Descriptions of each order are detailed below:

### **(1) Stock Replenishment**

The contractor(s) may be tasked to deliver meals to both Continental United States (CONUS) and Outside the Continental United States (OCONUS) FEMA Distribution Centers to maintain FEMA's readiness stock for disaster operations. FEMA shall determine delivery quantities, schedules, and locations at the time of order. The Contractor must have the capability to vendor manage storage up to 4,000,000 **reduced sodium meals** and to deliver to any Distribution Centers within 30 days of the date of order when requested.

### **(2) Emergency Response**

The contractor(s) may be tasked to deliver meals during presidential declared disasters and/or other emergency events. To support this requirement, the contractor must have the capability to produce and ship up to 1,000,000 meals with a shelf-life between 30-36 months within 48 hours of notification. Delivery location shall be anywhere, CONUS (Continental United States) or to the OCONUS (Outside Continental United States) Port of Departure as designated by FEMA. Delivery times shall be designated in the Delivery Order. Contractor may have first right of refusal to fulfill a task order during a declared disaster and/or other emergency event.



**VII. Hours of Delivery**

The vendor shall schedule all delivery activities with the appropriate delivery point of contact after award. During an emergency declaration, delivery must commence within 24 hours of delivery order award. Exact time will be provided in the Delivery Order Request for Quote. During steady state, delivery acceptance will be between the operating hours of Mon – Fri 8am – 2pm local time unless otherwise stated.

**VIII. Delivery Locations – Distribution Centers**

**DC Frederick 08:00 – 14:00 Mon- Fri**

4420 Buckeystown Pike  
FEDAAC Code 703230  
Frederick, MD 21704

**DC Atlanta 08:00 – 14:00 Mon- Fri**

3780 South Side  
Industrial Court  
FEDAAC Code 704331  
Atlanta, GA 30354

**DC Fort Worth 08:00 – 14:00 Mon- Fri**

501 West Felix St. Bldg 12  
FEDAAC Code 7074FS  
Fort Worth, TX 76115

**DC Moffett Field 08:00 – 14:00 Mon- Fri**

NASA Ames Research Center Bldg 144 door 7  
FEDAAC Code 709AAA  
Moffett Field, CA 94035

**DC Hawaii 08:00 – 14:00 Mon- Fri**

99-1269 Iweana Street  
FEDAAC Code 709242  
Aiea, HI 96701

**DC Guam 08:00 – 14:00 Mon- Fri**

Bldg 100  
FEDAAC Code 70X454  
Barrigada, GU 96913

**DC Caribbean 08:00 – 14:00 Mon- Fri**

FEDAAC Code 70F337  
Main Bldg FEMA/Facilities  
PR 1, KM 25.1 Quebrada Arenas Ward  
Caguas, PR 00725

**Emergency Response Delivery locations shall be anywhere**  
CONUS (Continental United States) or to the OCONUS (Outside Continental United States) Port of Departure as designated by FEMA.

**IX. Tracking**

The Contractor must have the capability to track shipments (i.e. Global Positioning System GPS) and provide updates on a 24/7 basis. For example: FEMA may request diversion of shipment during response to disaster and would need to know current location of shipment in order to calculate accurate arrival time to diverted location.

Upon invoicing, the contractors shall provide an electronic spreadsheet showing details of commodity shipped from place of origin to destination. At a minimum the electronic spreadsheet must provide these details: Load number, BOL number, nomenclature and units shipped, carrier, truck number, trailer number, place of origin, and destination.

**X. Logistics Supply Chain Management (LSCMS) Training**

During the contract period of performance, FEMA will require at least two (2) individuals from the Contractor's staff to be trained in the agency's inventory system of record, known as LSCMS. The training will teach each individual how to enter shipments in LSCMS' Vendor Portal for visibility purposes. This will be a one (1) day training onsite in Washington, DC. Cost-reimbursement will follow government travel regulations and not exceed \$2,000 per contract.

**XI. Additional Requirements**

**(1) Drop Trailer**

The Contractor(s) must be able to accommodate requirements during periods of Emergency Response operations where delivery of a 53FT (up to the equivalent of 21,000 meals) trailer containing commodities are dropped at the delivery destination and the tractor and driver are released for up to 30 days.

**(2) Diversion Mileage**

Sometimes an event or storm shifts directions and impacts several states. This causes FEMA to re-direct the Contractor deliveries that have not reached their original destination. If the change of drop off location occurs beyond 50 miles radius of the original destination point, then the Contractor will bill FEMA at per mile rate for diversions. The diversion mileage will be calculated from the original destination point to the re-directed destination point. The Contractor cannot charge diversion if they have not left the point of origin. The diversion mileage will not be incurred for drop off location changes within 50 mile radius of the original destination point.

**(3) Driver Hour**

Once the Contractor arrives at the destination point, it may take up to four (4) hours for trailer drop coordination. In case of gate delays inhibiting trailer drop off exceeding four (4) hours and fifteen (15) minutes, the Contractor is allowed hourly charge for the waiting period. The trailer's real-time position must be verifiable via electronic tracking system to demonstrate that waiting period extended beyond 4 hours and 15 minutes. FEMA must be notified immediately if potential gate delays is expected. The Contractor may bill at a minimum of one (1) hour for the waiting time.

**(4) Power Only to Transport Loaded Trailer**

The Contractor(s) must be able to provide power only to a FEMA destination to transport a loaded trailer. This will be billed based on mileage from FEMA pick up point to drop off location. FEMA may change the drop off location up to 50 mile radius which will not incur additional mileage. If the drop off location changes beyond 50 mile radius, then diversion mileage rate will be incurred.

**(5) Power and Trailer to Transport Inventory**

The Contractor(s) must be able to provide power and trailer to move FEMA inventory from Distribution Center to event site. This will be billed on mileage from FEMA pick up point to drop off location. FEMA may change the drop off location up to 50 mile radius which will not incur additional mileage. If the drop off location changes beyond 50 mile radius, then diversion mileage rate will be incurred.

**XII. Storage**

6 months with an 6 months (option)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT D CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WN02670Y2020T	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 W GRAINGER INC ATTN (b)(6) 100 GRAINGER PKWY LAKE FOREST IL 600455202		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 005103494 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70FA3020P00000008	
		10B. DATED (SEE ITEM 13) 04/01/2020	

**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)  
2020-06-7220SU-4400--2664

**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) 52.212-4(c) Changes

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: 005103494

The purpose of this modification is to:

- 1) Re-align funds from CLIN 0002 to CLIN 0001.
- 2) Extend the Period of Performance through 6/15/2020

All other terms and conditions remain unchanged.

DO/DPAS Rating: NONE

Delivery Location Code: FEMA

SEE ATTACHMENT 1

PRICE LIST W DELIVERY LOCATIONS

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) (b)(6) VP, Federal Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR (b)(6) <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 05/18/2020
16B. UNITED STATES OF AMERICA (b)(6) Digitally signed by (b)(6) <small>Date: 2020.05.18 10:47:28 -0400 Signature of Contracting Officer</small>	16C. DATE SIGNED 5-18-2020

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70FA3020P000000008/P00002

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
W W GRAINGER INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>BFY: 2020 Fund Code: 06 Program: 7220SU Organization: 4400 Object Class: 2664 Fund Type: D</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>Medical Supplies and Personal Protective Equipment (PPE) for Community Based Testing Sites (CBTS) (See Attachment 1 - Price List w/ Delivery Locations)</p>				(b)(4)
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>Shipping Charge (NTE) (See Attachment 1 - Price List w/ Delivery Locations)</p>				(b)(4)

