

2. CONTRACT NO.  
HSFE70-17-C-0037

3. AWARD/EFFECTIVE DATE  
11/14/2016

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  a. NAME  
Kimberly Coakley

b. TELEPHONE NUMBER (No collect calls)  
202 664-9732

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

NAICS: 321991  
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  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
FEMA WILL COORDINATE PICKUP AND TRANSPORTATION

CODE

16. ADMINISTERED BY  
FEMA HQ  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
OFFICE OF CHIEF PROCUREMENT OFFICE  
500 C STREET SW  
3RD FLOOR  
WASHINGTON DC 20472

CODE FEMA HQ

17a. CONTRACTOR/OFFEROR  
Regional Enterprises, Llc  
5352 Highway 25  
Flowood, MS 39232

CODE 074756114

FACILITY CODE

18a. PAYMENT WILL BE MADE BY  
FEMA FINANCE CENTER  
FEMA FINANCE CENTER  
PO BOX 9001  
WINCHESTER VA 22604

CODE FEMA

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
	<p>DUNS Number: 074756114</p> <p>This Contract is to obligate funds for Attachment 1 - Executed Notice to Proceed dated 11/15/16 and provide payment for thirteen (13) Single Wide Manufactured Homes (MHU) to support Declared Disaster Housing Mission DR4277LA.</p> <p>See schedule for details.</p> <p>Invoices shall be submitted and paid as follows: Invoices shall be paid within 72 hours after the (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA  
2017-06-4277DR-9064--3199

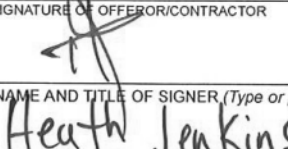
26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$507,000.00

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 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: Quote OFFER DATED 11/14/2016 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 13 units

30a. SIGNATURE OF OFFEROR/CONTRACTOR  


31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
Digitally signed by SAM ANSANI  
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=SAM ANSANI, 0.9.2342.19200300.100.1.1=0309138081.FEMA  
Date: 2016.12.07 16:43:49 -06'00'

30b. NAME AND TITLE OF SIGNER (Type or print)  
Heath Jenkins, President

30c. DATE SIGNED  
12-6-17

31b. NAME OF CONTRACTING OFFICER (Type or print)  
Sam K. Ansani

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	MHUs are delivered and inspected. Invoices must be properly written and submitted to FEMA-Finance-Vendor-Payments@fema.dhs.gov with the Contracting Officer, Kimberly.Coakley@fema.dhs.gov copied on the email. BFY: 2017 Fund Code: 06 Program: 4277DR Organization: 9064 Object Class: 3199 Fund Type: D Period of Performance: 11/14/2016 to 12/13/2016				
0001	Manufactured Home AL-S-20707 16x56 2 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0002	Manufactured Home CHVM31657 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0003	Manufactured Home RB16AL19971 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
	Continued ...				

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. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)    42d. TOTAL CONTAINERS

*[Signature]* President    12-7-16

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSFE70-17-C-0037

PAGE OF  
3 30

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Manufactured Home SA4071084AL 14x66, 2 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0005	Manufactured Home SRB20561AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0006	Manufactured Home SRB20563AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0007	Manufactured Home SRB20564AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0008	Manufactured Home SRB20565AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0009	Manufactured Home SRB20830AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0010	Manufactured Home SRB20831AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4) Continued ...	1	EA	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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PAGE OF  
4 30

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0011	Manufactured Home SRB20832AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0012	Manufactured Home SRB20833AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	
0013	Manufactured Home SRB20834AL 16x72, 3 bedroom 2 bath Obligated Amount: (b)(4)	1	EA	(b)(4)	

## **B.1 MHU Ready State Pickup Terms**

The seller of the manufactured home must have the home ready for pickup and roadworthy in accordance with all local and state codes no less than two hours prior to the scheduled pickup time. This includes but is not limited to the following tasks.

1. All blocking must be removed and left behind
2. If anchored, all anchors must be removed
3. All skirting must be removed
4. The tongue must be attached
5. Loose items inside the home must be secured well enough to avoid damage while in transit
6. Keys will be signed over to the driver
7. All axles, and brakes must be fully functioning and in good condition.
8. All tires will be new and inflated to correct PSI.

**If the home is not ready for pickup and roadworthy prior to the scheduled pickup time, the seller will assume all additional transportation costs incurred as a result of non-compliance.**

## **B.2 Certificate of Origin and Title information**

Please do not title the home. Please provide FEMA with the Certificate of Origin. FEMA will provide the title when we dispose of the manufactured home.

All Certificates of Origin need to be the Contracting Officer's Representative (COR).

Matthew Rabkin  
500 C Street SW  
Washington, DC 20472

**CERTIFICATES OF ORIGIN SHOULD BE MAILED TO FEMA (ABOVE ADDRESS) WITHIN 10 DAYS AFTER PAYMENT**

## **B.3 PERIOD OF PERFORMANCE**

MHUs will be picked up between 11/14/2016 – 12/13/2016.

## **B.4 IDENTIFICATION OF GOVERNMENT OFFICIALS**

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Sam Ansani and Kimberly Coakley

E-mail: [Sam.Ansani@fema.dhs.gov](mailto:Sam.Ansani@fema.dhs.gov) and [Kimberly.Coakely@fema.dhs.gov](mailto:Kimberly.Coakely@fema.dhs.gov)

Contracting Officer's Representative:

Name: Matthew Rabkin

E-mail: [Matthew.Rabkin@fema.dhs.gov](mailto:Matthew.Rabkin@fema.dhs.gov)

## B.5 DELIVERABLES AND INSTRUCTIONS

FEMA is responsible for pickup of the MHUs.

## B.6 INVOICE INSTRUCTIONS (JUN 2014)

**Invoices shall be submitted and paid as follows:**

**Invoices shall be paid within 72 hours after the MHUs are delivered, inspected and acceptance. Invoices must be properly written and submitted to FEMA-Finance-Vendor-Payments@fema.dhs.gov with the Contracting Officer, Kimberly.Coakley@fema.dhs.gov copied on the email.**

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.

Contractors must submit vouchers electronically, via e-mail, in .pdf format, to the FEMA Finance Center, as stated at Block 20 of the Standard Form 1449 (SF 1449) herein: FEMA Finance: FEMA-Finance-Vendor-Payments@fema.dhs.gov.

A copy of the voucher must be submitted electronically, in .pdf format, via e-mail, to the Contract Specialist, to the Contracting Officer, and to the Contracting Officer Representative, also identified at Block 20 within the SF 1449.

Administrative Contracting Officer:  
Name: Kimberly Coakley  
E-mail: Kimberly.Coakley@fema.dhs.gov

Contracting Officer's Representative:  
Name: Matthew Rabkin  
E-mail: Matthew.Rabkin@fema.dhs.gov

### **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.

### B.7 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  
Title: Contracting Officer Representative (COR)  
Phone: 202.212.1011  
Email: [Matthew.Rabkin@fema.dhs.gov](mailto:Matthew.Rabkin@fema.dhs.gov)



## **B.8 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.

Heath Jenkins at (b)(6)@regionalenterprises.com

SECTION C - CONTRACT CLAUSES

**C.1: FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – INCOPORATED BY REFERENCE**

See SF 1449 block 27a.

**C.3: FAR 52.252-2 SOLICITATION CLAUSES 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>

52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER	Apr 2014
52.204-4	PRINTER OR COPIED DOUBLE-SIDED ON	May 2011
52.242-15	STOP WORK ORDER	AUG 1989
52.247-35	F.O.B. DESTINATION, WITHIN PREMISES	APR 1984
3052.242-72	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	DEC 2003

**C.4: HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504

of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4- year

period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(2) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) Warrants; (ii) Options; (iii) Contracts to acquire stock; (iv) Convertible debt instruments; (v) Others similar interests.

Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;  it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or  it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

#### **C.5: NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS**

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

#### **C.6: DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATIONS**

Task orders under this contract may include a priority rating under the Defense Priorities and Allocations System (DPAS) regulation (15 CFR, part 700). Anyone receiving a DPAS rated order is required to follow all provisions of the DPAS regulation. The priority rating will be provided on the SF1449 in Box 13a and 13b when the Task Order is issued.

(End of Addendum to 52.212-4)

**C.7: FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MARCH 2016)**

(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 (Nov 2015)

(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:

X (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).

X (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 2015) (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. (Oct 2015) (31 U.S.C. 6101 note).

X (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 2015) (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 2015) 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—Sub-contracting 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 Representation (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 (Feb 2016) (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 (Oct 2015)(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 (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)(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.
- \_ (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 (Oct 2015) (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) (E.O. 13513).
- \_ (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 (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_ (44) 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).
- \_\_ (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 2015).

\_(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 (Sept 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 (Oct 2015) (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 \$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.

(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 (Oct 2015) (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 (Feb 2016) (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)

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).

(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 (Oct 2015) (E.O. 12989).

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

(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.

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Mar 2016). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 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 \$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.
- (D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (H) 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.
- (I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (J) \_\_ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).  
\_\_ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (K) 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).
- (L) 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).
- (M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
- (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (O) 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.
- (P) 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.

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment 1: MH Quote

## **SECTION E - SOLICITATION PROVISIONS**

### **E. 1: FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS – INCOPORATED BY REFERENCE**

See SF 1449 block 27a.

### **E. 2: ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

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

The following provisions are incorporate into 52.212-1 as an addendum to this contract:

### **E. 3: FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

#### **E. 4: FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates the award of a Firm Fixed-Price Contract (FFP Contract) and reserves the right to award the FFP IDIQ Contract to multiple awardees, in accordance with FAR Part 16.504(c)(1)(i), resulting from this solicitation.

(End of Provision)

#### **E.5: FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),

shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Kimberly Coakley, Contracting Officer  
Federal Emergency Management Agency  
500 C Street SW , 3rd Floor  
Washington DC 20472-3205

Mailing Address:

Federal Emergency Management Agency  
Office of the Chief Procurement Officer  
500 C Street SW, 3rd Floor  
Washington DC 20472-3205

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

(End of Provision)

**E. 6: FAR 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>

52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
2.217-8	OPTION TO EXTEND SERVICES	NOV1999
52.232-1	PAYMENTS	APR1984
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 CONTRACTORS	DEC 2013
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES – FIXED PRICE	AUG 1987



**E. 7: 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:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.209-73 Limitation on Future Contracting.

3052.215-70 Key Personnel or Facilities.

3052.216-71 Determination of Award Fee.

3052.216-72 Performance Evaluation Plan.

3052.216-73 Distribution of Award Fee.

3052.217-91 Performance. (USCG)

3052.217-92 Inspection and Manner of Doing Work. (USCG)

- \_\_\_3052.217-93 Subcontracts. (USCG)
- \_\_\_3052.217-94 Lay Days. (USCG)
- \_\_\_3052.217-95 Liability and Insurance. (USCG)
- \_\_\_3052.217-96 Title. (USCG)
- \_\_\_3052.217-97 Discharge of Liens. (USCG)
- \_\_\_3052.217-98 Delays. (USCG)
- \_\_\_3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- \_\_\_3052.217-100 Guarantee. (USCG)
- \_\_\_3052.219-70 Small Business Subcontracting Plan Reporting.
- \_\_\_3052.219-71 DHS Mentor Protégé Program.
- \_\_\_3052.228-70 Insurance.
- \_\_\_3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- \_\_\_3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- \_\_\_3052.228-92 Fair Market Value of Aircraft. (USCG)
- \_\_\_3052.228-93 Risk and Indemnities. (USCG)
- \_\_\_3052.236-70 Special Provisions for Work at Operating Airports.
- \_\_\_3052.242-72 Contracting Officer's Technical Representative.
- \_\_\_3052.247-70 F.o.B. Origin Information.
- \_\_\_Alternate I
- \_\_\_Alternate II
- \_\_\_3052.247-71 F.o.B. Origin Only.
- \_\_\_3052.247-72 F.o.B. Destination Only.

(End of clause)

## **E.8 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 in 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, via certified-mail, return-receipt requested, or faxed to 202-646-1765, care of:

Mr. 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

--OR--

Sam Anasnai  
Contracting Officer  
Federal Emergency Management Agency  
Office of the Chief Procurement Officer  
500 C Street SW, Floor  
Washington, DC 20472-3205

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).

(End of Provision)



**NOTICE TO PROCEED**

Regional Enterprises  
DUNS# 074756114  
P.O. Box 5989  
Brandon, MS 39047

Good Moming,

This is a Notice-to-Proceed (NTP) from the Federal Emergency Management Agency (FEMA) for upcoming Contract HSFE70-17-C-0037. The purpose of this NTP is to confirm funding and guarantee subsequent Contract (HSFE70-17-C-0037) for Thirteen (13) Single Wide Manufactured Homes (MHU) in accordance with:

- (a) FEMA RFP – HSFE70-17-R-0004 – Attachment 1
- (b) Regional Enterprises Quote received 11/14/17 – Attachment 2
- (c) FEMA is Tax Exempt – Attachment 3 – Regional Tax Exempt Form
- (d) The units will be picked up between November 15, 2016 to December 14, 2016

Furthermore, FEMA agrees to issue a Contract to Regional Enterprises in accordance with the aforementioned attachments and the price structure listed below:

Serial Number	Description	Price
CHVM31657	16x72 3bd 2bth Manufactured Home	(b)(4)
RB16AL19971	16x72 3bd 2bth Manufactured Home	
SA4071084AL	<del>16x72 3bd 2bth</del> Manufactured Home	
AL-S-20707	<del>16x72 3bd 2bth</del> Manufactured Home	
SRB20561AL	16x72 3bd 2bth Manufactured Home	
SRB20563AL	16x72 3bd 2bth Manufactured Home	
SRB20564AL	16x72 3bd 2bth Manufactured Home	
SRB20565AL	16x72 3bd 2bth Manufactured Home	
SRB20830AL	16x72 3bd 2bth Manufactured Home	
SRB20831AL	16x72 3bd 2bth Manufactured Home	
SRB20832AL	16x72 3bd 2bth Manufactured Home	
SRB20833AL	16x72 3bd 2bth Manufactured Home	
SRB20834AL	16x72 3bd 2bth Manufactured Home	
<b>Total</b>		\$507,000.00

14x66 2bd 2bth  
16x56 2bd 2bth

FEMA will coordinate all pickup and transportation. All MHU's must meet the below requirement upon pickup

The seller of the manufactured home must have the home ready for pickup and roadworthy in accordance with all local and state codes no less than two hours prior to the scheduled pickup time. This includes but is not limited to the following tasks.

1. All blocking must be removed and left behind
2. If anchored, all anchors must be removed
3. All skirting must be removed
4. The tongue must be attached
5. Loose items inside the home must be secured well enough to avoid damage while in transit
6. Keys will be signed over to the driver
7. All axles, and brakes must be fully functioning and in good condition.
8. All tires will be new and inflated to correct PSI.



**NOTICE TO PROCEED**

FEMA Contract HSFE70-17-C-0037 shall be issued within 24 hours of the Regional Enterprises activation of the Sam.gov registration to obligate the funding to the Contract.

Invoices shall be paid upon within 72 hours after delivery and acceptance of each unit and after contract issuance

Regional Enterprises shall commence with the release of the Manufactured Housing Units to FEMA upon issuance of the fully executed Notice-to-Proceed. Please contact Kimberly Coakley at 202-664-9732 or [Kimberly.Coakley@fema.dhs.gov](mailto:Kimberly.Coakley@fema.dhs.gov) should you have any questions.

Regional Enterprises, LLC

11-15-16  
Date

**SAM ANSANI**

Digitally signed by SAM ANSANI  
DN: c=US, o=U.S. Government, ou=Department of  
Homeland Security, ou=FEMA, ou=People, cn=SAM  
ANSANI, 0.9.2342.19200300.100.1.1=0309138081.FEMA  
Date: 2016.11.15 15:17:34 -06'00'

Sam Ansani  
FEMA Contracting Officer

11-15-16  
Date