

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

A. SCHEDULE

Line items consist of Retro Fits Showers and Accessories and shipping costs. The Contract type is Firm Fixed Price.

Line Item	Item Description – Base Year	Unit	Price
0001	60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with Statement of Work (SOW) Section 3.2.	EA	\$
0002	Shipping and Packaging of 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR, and 3BR Mobile Home Unit (MHUS) in accordance with SOW Section 3.0.	EA	\$
0003	36x36 Retro Fit Shower and Accessories Installation Kit for 8' Wide Express MHUs in accordance with SOW Section 3.2	EA	\$
0004	Shipping and Packaging of 36x36 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
Line Item	Item Description – Option Year 1	Unit	Price
1001	Option Year 1: 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.2.	EA	\$
1002	Option Year 1: Shipping and Packaging of 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
1003	Option Year 1: 36x36 Retro Fit Shower and Accessories Installation Kit for 8' Wide Express MHUs in accordance with SOW Section 3.2	EA	\$
1004	Option Year 1: Shipping and Packaging of 36x36 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
Line Item	Item Description – Option Year 2	Unit	Price
2001	Option Year 2: 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.2.	EA	\$
2002	Option Year 2: Shipping and Packaging of 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
2003	Option Year 2: 36x36 Retro Fit Shower and Accessories Installation Kit for 8' Wide Express MHUs in accordance with SOW Section 3.2	EA	\$
2004	Option Year 2: Shipping and Packaging of 36x36 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
Line Item	Item Description – Option Period 3	Unit	Price
	Option Year 3: 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs	EA	\$

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

3001	in accordance with SOW Section 3.2.		
3002	Option Year 3: Shipping and Packaging of 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
3003	Option Year 3: 36x36 Retro Fit Shower and Accessories Installation Kit for 8' Wide Express MHUs in accordance with SOW Section 3.2.	EA	\$
3004	Option Year 3: Shipping and Packaging of 36x36 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
Line Item	Item Description – Option Period 4	Unit	Price
4001	Option Year 4: 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.2.	EA	\$
4002	Option Year 4: Shipping and Packaging of 60x30 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$
4003	Option Year 4: 36x36 Retro Fit Shower and Accessories Installation Kit for 8' Wide Express MHUs in accordance with SOW Section 3.2.	EA	\$
4004	Option Year 4: Shipping and Packaging of 36x36 Retro Fit Shower and Accessories Kit for 1BR, 2BR & 3BR MHUs in accordance with SOW Section 3.0.	EA	\$

B. BPA PROCEDURES

- (A) The supplier(s) will furnish supplies or services, described in general terms, if and when requested by authorized individuals during a specified period and within a stipulated aggregate amount, if any.
- (B) The Government is obligated only to the extent of authorized purchases actually made under the BPA.
- (C) The dollar limitation for each individual purchase under the BPA, may not exceed the threshold for use of simplified procedures at 12.201-1(a) (including the increased threshold at 12.001(c).
- (D) BPA Authorized Users: FEMA Support Services Branch and Field Operations Branch
- (E) Delivery and shipment documentation is included in Attachment 1 – Statement of Work.
- (F) Invoicing Instructions are included in Attachment 2 – Terms and Conditions.
- (G) Clauses that may be applicable to purchases under the BPA are included in Attachment 2 – Terms and Conditions.
- (H) In accordance with FAR Part 12.201-1(v), the Government will review BPAs at least annually to ensure that authorized procedures are being followed. Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new agreements with different suppliers or modifying existing agreements.
- (I) BPA orders may be issued at any time during the ordering period. The performance period will be specified in the BPA Order and may include option periods which extend beyond the BPA order up to 12-months beyond the expiration date of the BPA.

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

- (J) The order-level Contracting Officer shall award and administer orders in accordance with the ordering procedures and terms and conditions set forth in this BPA.
- (K) BPA orders shall be within the scope of the BPA. Only the Contracting Officer for the BPA may modify the BPA.

C. IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this award are as follows:

Contracting Officer (CO)

Name: Keturah Stroy

Email: Keturah.Stroy@fema.dhs.gov

Phone Number: (202) 431-2951

Contracting Officer's Representative (COR)

Name: TBD

Email:

Phone Number:

Alternate Contracting Officer's Representative (ACOR)

Name: TBD

Email

Phone Number:

D. BILLING INSTRUCTIONS

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.

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

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

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.

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

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 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.

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

E. CONTRACT CLAUSES

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

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/far-overhaul/far-part-deviation-guide>.

(End of clause)

No.	TITLE	DATE
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. ALTERNATE I.	NOV 2021
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	SEP 2024
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER, RIGHTS.	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (DEVIATION 25-19)	AUG 2025
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS.	DEC 2014
52.233-3	PROTEST AFTER AWARD. (DEVIATION 25-25)	AUG 2025
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS.	JAN 2017
52.204-17	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (DEVIATION 25-19)	AUG 2025
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS.	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED. (DEVIATION 25-27)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (DEVIATION 25-27)	NOV 2025
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEVIATION 25-21)	AUG 2025
52.217-5	EVALUATION OF OPTIONS. (DEVIATION 25-36)	SEP 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING. (DEVIATION 26-03)	OCT 2025
52.222-3	CONVICT LABOR.	JUNE 2003
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORTIES AND REMEDIES. (DEVIATION 26-10, REV 1)	APR 2026
52.222-50	COMBATING TRAFFICKING IN PERSONS.	NOV 2021
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS. (DEVIATION 26-10, REV 2)	APR 2026
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES. (DEVIATION 26-12)	OCT 2025
52.225-1	BUY-AMERICAN SUPPLIES (DEVIATION 26-09)	OCT 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEST MESSAGING WHILE DRIVING.	MAY 2024
52.232-1	PAYMENTS.	APR 1984

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

52.232-33	PAYMENTS BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT.	OCT 2018
52.233-3	PROTEST AFTER AWARD. (DEVIATION 25-25)	AUG 2025
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (DEVIATION 25-25)	AUG 2025
52.240-91	SECURITY PROVISIONS AND EXCLUSIONS (DEVIATION 25-23)	AUG 2025
52.247-29	F.O.B DESTINATION	FEB 2006

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5-days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2020)

a) The Government may extend the term of this contract by written notice to the Contractor within five (5) day before the period of performance of the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least five (5) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60- months.

(End of clause)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JULY 2023) (HSAR DEVIATION 25-09)

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

(a) *Provisions.*

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

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

(b) *Clauses.*

3052.205-70 Advertisements, Publicizing Awards, and Releases. (SEP 2012)

3052.242-72 Contracting Officer's Representative.

(End of clause)

AI LANGUAGE

The Contractor will not use or deploy the use of Artificial Intelligence, as defined by 15 U.S.C. 9401(3), unless expressly authorized by the Contracting Officer.

The term “artificial intelligence” means a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments. Artificial intelligence systems use machine and human-based inputs to –

(A) perceive real and virtual environments;

(B) abstract such perceptions into models through analysis in an automated manner; and

(C) use model inference to formulate options for information or action.

(End)

E. SOLICITATION PROVISIONS

FAR 52.525-1 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): <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide..>

No.	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS REPRESENTATION.	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT REGISTRATION. (DEVIATION 25-19)	AUG 2025
52.233-2	SERVICE OF PROTEST. (DEVIATION 25-25)	AUG 2025
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS. (DEVIATION 25-23)	AUG 2025

FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION. (NOV 2025) (DEVIATION 25-27)

(a) *Definitions.* As used in this clause—

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

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

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

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

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation.* The Offeror represents that-

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (NOV 2025) (DEVIATION 25-27)

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

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

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

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

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

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

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

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

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

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (NOV 2025) (DEVIATION 25-27)

(a) The Government will not enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

(2) **It is ☐ is not ☐** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERICAL PRODUCTS AND COMMERICAL SERVICES. (AUG 2025) (DEVIATION 25-21)

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
- (7) Acknowledgement of all amendments issued to the solicitation shall be included in the offeror response.
- (8) All documents shall be submitted electronically in .pdf, .doc/.docx, and/or .xls/.xlsx format, searchable format via email. Pages shall be numbered. The typewritten or printed letters shall be no smaller than Courier 12 point, Times New Roman 12 point, or equivalent as the minimum size standard, with no reduction permitted except organization charts or other graphic illustrations; in those instances where reduction is allowable (no smaller than 10 points recommended). Offerors shall ensure that the print is easily readable. Each page shall have no less than one-inch margins on each side of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Each 8 and 1/2 by 11 inch "sheet" shall count as one page.
- (9) All submissions shall be submitted electronically via email on or before the RFQ closing date as stated in the solicitation.
- (10) Offerors shall submit their quotes in accordance with the solicitation. Failure to follow the solicitation instructions may result in the quote to be determined non-complaint and removed from further consideration.

Quotes shall be submitted in volumes as follows:

Volume I – Technical Quote

Volume I is limited to 10 pages

The Quoter shall include a detailed description for each of the two (2) Retro Fit Showers and Installation Kits items including part number, manufacturer, model, and configuration. The technical quote shall also include a compliance matrix showing how the proposed items meet each of the required regulations (e.g. American National Standard A117.1, Uniform Federal Accessibility Standards (UFAS) and Americans with Disabilities Act (ADA), and 16 Code of Federal Regulations (CFR) Chapter II Subpart Consumer Product Safety Act. The Quoter shall also address how they will fulfill packaging and shipping requirements described in the Statement of Work Section 3.0.

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

Volume II – Past Performance

Volume II is limited to 6 pages

The Quoter shall provide a maximum of three (3) CPARS or PPQ of relevant past performance evaluations of similar size, scope and complexity to services set forth in the SOW and completed within the past three (3) years prior to the solicitation closing date (See Combined/Synopsis Solicitation). If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available which meets the requirements identified above, it shall be submitted with the offer. If a CPARS is not available, then the Offeror shall submit a completed Past Performance Reference Questionnaire (PPQ) (Attachment 3) for each reference submitted. At the PPQ customer/client's request, PPQs shall be submitted directly to the Government's point of contact, Keturah Stroy at Keturah.Stroy@fema.dhs.gov by the date and time offers are due.

If offerors submit past performance examples where they served as a subcontractor, they must clearly identify their role as a subcontractor. Additionally, the offeror shall demonstrate that the scope, complexity, and magnitude of the subcontractor's work on the referenced past performance are substantially similar to the requirements outlined in the solicitation.

If no recent (within the past three years prior to solicitation closing date), relevant past performance is available the Offeror shall affirmatively state that it possesses no recent or relevant past performance.

Note: An incomplete PPQ may not be evaluated.

Note: After the solicitation closing date, the Contracting Officer may require an Offeror to promptly submit additional information to demonstrate the Quoter is responsible.

Volume III – Price

No Page Limit

The Price Quote shall be submitted in accordance with the excel Attachment 4 Pricing Table. The quoter must submit firm-fixed prices for each line item listed under each performance period in Attachment 4 Pricing Table. The quoter must also provide an estimated price for shipping each unit. The quoter must also provide a Total Evaluated Price for the overall performance period.

For the purpose of evaluating offers and for no other purpose, the final destination for the supplies will be considered as follows:

Cumberland MHSS-FEMA
11601 PPG Road
Cumberland, MD 21502

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
- (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025)
(DEVIATION 25-21)

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

I. Technical Quote

Technical Capability

The Government will evaluate the quoter's Retro Fit Showers and Accessories Installation Kit and the quoted packaging and shipping procedures. To receive an acceptable rating, under technical capability, the quoter must demonstrate each of the below items:

- a. The quoted retro fit showers and accessories installation kits must meet all the requirements included in the solicitation, including the specifications and regulations (e.g. American National Standard A117.1, Uniform Federal Accessibility Standards (UFAS) and Americans with Disabilities Act (ADA), and 16 Code of Federal Regulations (CFR) Chapter II Subpart Consumer Product Safety Act.
- b. The quote addresses how the Retro Fit Showers and Accessories Installations kits will be packaged and shipped in accordance with Statement of Work Section 3.0.

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

Past Performance

The Government will use the Contractor Performance Assessment Reports (CPARS) and Past Performance Questionnaires to evaluate the vendor's past performance. The government may evaluate other databases as sources of information. The government will consider the past performance information obtained in relation to similar complexity and magnitude of this procurement, considering such factors as similar size, scope, and complexity completed by the firm. If a vendor has no past performance, it will not be rated. To receive an acceptable rating, based on the quoter's performance, record the government has a reasonable expectation that the quoter will successfully perform the required effort.

Offerors are either "Acceptable" or "Unacceptable" in each factor.`

Technically Acceptable: The offeror meets all requirements for technical capability and past performance as specified in the solicitation.

Not Technically Acceptable: The offeror fails to meet all requirements of the solicitation.

II. Price

(a) Price will be evaluated to determine whether the proposed price is fair and reasonable to the Government and in alignment with the requirements. The Government may use price analysis techniques to determine whether prices are fair and reasonable. Price proposals must include all required pricing information as specified in the solicitation.

(b) *Options.* The Government will evaluate offers or quotations for award purposes by adding the total price for all options to the total price for the basic requirement to determine the total evaluated price. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options will not obligate the Government to exercise the option(s).

(c) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. To account for the option periods possible under FAR 52.217-8 (maximum of six months), the Government will evaluate the option to extend services by adding six months of the offeror's final option period price to the offeror's total price. This amount will be the total evaluated price. The Government may choose to exercise the Option to Extend Services at the end of any performance period (base or option periods). Prices for the base and option periods, including the 6-month option available under FAR 52.217-8, will be evaluated to ensure that they are fair and reasonable for performance of the requirements established in the solicitation and as proposed in the technical submission. The price for the effort associated with FAR 52.217-8 will not be included in the total awarded value at contract award. If, at the end of the contract's/order's period of performance (the end of the base period or any option period) and within the time period established in the clause, the Government chooses to exercise this option, the pricing will be pursuant to the rates specified in the contract for the preceding performance period.

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

BASIS OF AWARD

The basis of award is Lowest Price Technically Acceptable (LPTA). The Government will award up to three (3) Blanket Purchase Agreements (BPAs) to the lowest-priced, responsible offeror(s) whose technical capabilities and past performance are deemed acceptable. No tradeoffs between price and technical superiority will be made, and the Government may award based solely on initial offers.

(End of provision)

Federal Emergency Management Agency (FEMA)
Transportable Temporary Housing Unit (TTHU) Retro Fit Showers and Accessories Installation Kits

Attachment 2: Terms and Conditions / 70FB8027Q00000003

FAR 52.225-2 BUY AMERICAN CERTIFICATE. (OCT 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____

(b) [List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. ____
[List as necessary]

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

(End of provision)

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Homeland Security Acquisition Regulation (48 CFR 30) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)