SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
70FB7026R00000024

6. SOLICITATION ISSUE DATE
07/02/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Jason Rivers

b. TELEPHONE NUMBER *(No collect calls)*
202-531-7340

8. OFFER DUE DATE/ LOCAL TIME
07/13/2026 1300 ES

9. ISSUED BY CODE 70FB70
FEMA-INCIDENT SUPPORT SECTION
FEDERAL EMERGENCY MANAGEMENT AGENCY
500 C STREET SW
3RD FLOOR
WASHINGTON DC 20472

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333924

SIZE STANDARD: 900

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
- [ ]

13b. RATING

14. METHOD OF SOLICITATION
- [ ] Request for Proposal RFP
- [ ] INVITATION FOR BID (IFB)
- [x] REQUEST FOR Quote (RFQ)

15. DELIVER TO CODE FEMA HAWAII DISTRO
FEMA DISTRIBUTION CENTER HAWAII
DISTRIBUTION CENTER HAWAII
99 – 1269 IWEANA STREET
AIEA HI 96701

16. ADMINISTERED BY CODE 70FB70
FEMA-INCIDENT SUPPORT SECTION
FEDERAL EMERGENCY MANAGEMENT AGENCY
500 C STREET SW
3RD FLOOR
WASHINGTON DC 20472

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 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
	The Federal Emergency Management Agency (FEMA) is issuing a Request for Quote (RFQ) for the purchase one (1) single reach and one and (1) double reach forklifts in accordance to the Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE [ ] ARE NOT ATTACHED [x]
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE [ ] ARE NOT ATTACHED [ ]

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED. _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Edward Ruud

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Statement of Work (SOW). Delivery: 300 Days After Award				
0001	Crown Mono-lift RMD-6025-45 Single Reach Forklift: FEMA Distribution Center Hawaii 99-1269 Iwaena St, Aiea, HI 96701. Product/Service Code: 3930 Product/Service Description: WAREHOUSE TRUCKS AND TRACTORS, SELF-PROPELLED	1	EA		
0002	Crown Mono-lift RMD-6025-32 Double Reach Forklift: to FEMA Distribution Center Hawaii: East Range Annex, BLDG 6041 1980 Higgins Rd, Building 6041, Wahiawa, HI 96786 Product/Service Code: 3930 Product/Service Description: WAREHOUSE TRUCKS AND TRACTORS, SELF-PROPELLED	1	EA		

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. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I 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 RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

Statement of Work (SOW) for
Crown Mono Lift RMD-6025-45 Single Reach Forklift, DC Hawaii – One Time Purchase
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)

PART 1: GENERAL

1.1 BACKGROUND

The Federal Emergency Management Agency (FEMA) Logistics Management Directorate is seeking to procure one (1) Crown Mono-lift RMD-6025-45 Single Reach Forklift. Since FEMA is tasked with responding to disasters with minimal launch time, it is always essential that FEMA has the required warehouse operational equipment to move, load, and transport life-saving and life-sustaining disaster commodities during disaster operations.

1.2 SCOPE

Procurement and Freight-on-board (FOB) destination delivery of one (1) Crown Mono-lift RMD-6025-45 Single Reach Forklift delivering to FEMA Distribution Center Hawaii, 99-1269 Iwaena St, Aiea, HI 96701.

1.3 PERIOD OF PERFORMANCE

Delivery shall be completed within 300 days from award.

PART 2: SPECIFIC TASKS

2.1 Service COMPONENTS

The breakdown of delivery quantities per location is as follows:

Item Description	Location	Quantity
Crown Mono-lift RMD-6025-45 Single Reach Forklift	99-1269 Iwaena St, Aiea, HI 96701	1

2.2 DELIVERY LOCATION

Distribution (DCs)/Delivery Addresses:

FEMA Distribution Center Hawaii	99-1269 Iwaena St, Aiea, HI 96701

Hours of Performance: Work hours 7:00am – 3:30pm

Delivery Point of Contact: Government POC shall be provided upon contract award.

PART 3: TECHNICAL SPECIFICATIONS

3.1 TECHNICAL Specifications

The Crown Mono lifts shall, at a minimum, meet the following:

Item Name: Crown Mono-lift RMD-6025-45 Single Reach Forklift

A. Quantity: 1 each
B. Battery – Vforce 18-125VTA-13, 750AH
C. Flo-Rite Battery Watering System and Monitor
D. Flo-Rite Regulated Hose
E. Vforce Watering Kit 36V BCI-US
F. Mast - LH 300", EXH 336", COH 131", GSA Part Number RMD6025-45
G. Outrigger Standard I.D. 34.0" O.D. 42.0"
H. Sideshifter 2” Each Direction
I. Fork Type Standard Taper
J. Fork Spread (Out-To- Out) 27”
K. Forks Standard Length 48.0” Width 4.0” Thick 1.75”
L. Tilting Fork Carriage
M. Load Backrest 35” Wide x 36” High
N. Battery Dimensions Code C10 - 38.38” x 16.25” x 31.00”
O. Battery Connector SB350 Gray
P. Overhead Guard Height Flat 95” OHG Height (Required for Camera)
Q. Overhead Guard Support 3rd Post
R. Hydraulic Package AC with Regenerative Lowering
S. Steering Forward
T. Drive Tires Poly – 341 (Offset Articulated Drive Axle With 190 Deg Steer Arc)
U. Load Wheels Tandem Articulating 5 x 2.9 (-302) (Wheel Factor 8)
V. Outrigger Tips Standard
W. Mast Guard – Glass Mast
X. Lights LED Worklight with Plastic Lens - OHG Mounted
Y. Travel Alarm Smart Alarm - Reverse (Power Unit First) Adjusts for ambient conditions
Z. 3rd Post Mirror Fork Tip/Outrigger View – Glass
AA. Key Switch Standard
BB. Camera and Color Monitor
CC. Warning Device Light LED Strobe – Amber

DD. Laser Fork Guide Installed
EE. OnTrac Anti-Slip Traction Control
FF. Productivity Load Handling Assist Package (Tilt Position Assist & Rack Height Select) and Capacity Monitor
GG. Accessory Power Positive/Negative Cable
HH. Paint Crown Beige/Gray
II. Work Relief Center Includes Variable Side Stance / Flexible Five Point Positioning / Back Support With Integral Hip Support / Arm and Elbow Support Padding / Padded Compartment Interior Walls / Operator Console With Work Surface and Storage / Lower Storage Compartment / Suspended Floor / 270 sq. in. Floor Area / Non-Skid Rubber Floor Mat / Entry Bar
JJ. Misc Fire Extinguisher
KK. Misc Fan- Operator
LL. Display Access 1 2 3"TM Comprehensive System Control Includes 5 Key Navigation / Multi-Line Display / Event Code Readout / Four Hour Meters / Fuel Gauge w/Lift Interrupt and PIN Security
MM. Manual Service and Standard Operator Manuals
NN. Language U.S. English
OO. Warranty Standard - One Year/Unlimited Hours
PP. Domestic Shipping Skidding (Three-piece shipment)
QQ. Dealer preparation Installation and Stand Up by local Crown Dealer
RR. Free On-Board delivery to FEMA Distribution Center Hawaii, 99-1269 Iwaena St, Aiea, HI 96701.

Statement of Work (SOW) for
Crown Mono-lift RMD-6025-32 Double Reach Forklift, DC Hawaii East Range Annex– One Time Purchase
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)

PART 1: GENERAL

1.1 BACKGROUND

The Federal Emergency Management Agency (FEMA) Logistics Management Directorate is seeking to procure one (1) Crown Mono-lift RMD-6025-32 Double Reach Forklift. Since FEMA is tasked with responding to disasters with minimal launch time, it is always essential that FEMA has the required warehouse operational equipment to move, load, and transport life-saving and life-sustaining disaster commodities during disaster operations.

1.2 SCOPE

Procurement and Freight-on-board (FOB) destination delivery of one (1) Crown Mono-lift RMD-6025-32 Double Reach Forklift delivering to FEMA Distribution Center Hawaii, Building 6041, East Range Annex.

1.3 PERIOD OF PERFORMANCE

Delivery shall be completed within 300 days from award.

PART 2: SPECIFIC TASKS

2.1 Service COMPONENTS

The breakdown of delivery quantities per location is as follows:

Item Description	Location	Quantity
Crown Mono-lift RMD-6025-32 Double Reach Forklift	Annex Bldg 6041	1

2.2 DELIVERY LOCATION

Distribution (DCs)/Delivery Addresses:

FEMA Distribution Center Hawaii: East Range Annex, BLDG 6041	1980 Higgins Rd, Building 6041, Wahiawa, HI 96786

Hours of Performance: Work hours 7:00am – 3:30pm

Delivery Point of Contact: Government POC shall be provided upon contract award.

PART 3: TECHNICAL SPECIFICATIONS

3.1 TECHNICAL Specifications

The Crown Mono lifts shall, at a minimum, meet the following:

Item Name: Crown Mono-lift RMD-6025-32 Double Reach Monolift

A. Quantity: 1 each
B. Battery – Vforce 18-D125VTA-13, 750AH Tubular Battery
C. Flo-Rite Battery Watering System and Monitor
D. Flo-Rite Regulated Hose
E. Vforce FS3-MP344-2, 3 Phase 480V High Frequency Charger
F. Mast -RM Triple Stage LH 300" FLH 87" OAH-C 131" OAH-EX 336" GSA Part Number RMD6025-32-300
G. Reach Extension 53”
H. Outrigger Standard I.D. 34.0" O.D. 42.0"
I. Sideshifter 2” Each Direction
J. Fork Type Standard Taper
K. Fork Spread (Out-To- Out) 27”
L. Forks Standard Length 48.0” Width 4.0” Thick 1.75”
M. Tilting Fork Carriage
N. Load Backrest 35” Wide x 36” High
O. Battery Dimensions Code C10 - 38.38” x 16.25” x 31.00”
P. Battery Connector SB350 Gray
Q. Overhead Guard Height Flat 95” OHG Height (Required for Camera)
R. Overhead Guard Support 3rd Post
S. Hydraulic Package AC with Regenerative Lowering
T. Steering Forward
U. Drive Tires Poly – 341 (Offset Articulated Drive Axle With 190 Deg Steer Arc)
V. Load Wheels Tandem Articulating 5 x 2.9 (-302) (Wheel Factor 8)
W. Outrigger Tips Standard
X. Mast Guard Full Glass
Y. Lights LED Worklight with Plastic Lens - OHG Mounted

Z. Travel Alarm Smart Alarm - Reverse (Power Unit First) Adjusts for ambient conditions
AA. 3rd Post Mirror Fork Tip/Outrigger View – Glass
BB. Key Switch Standard
CC. Camera and Color Monitor
DD. Warning Device Light LED Strobe – Amber
EE. Laser Fork Guide Installed
FF. OnTrac Anti-Slip Traction Control
GG. Productivity Load Handling Assist Package (Tilt Position Assist & Rack Height Select) and Capacity Monitor
HH. Accessory Power Positive/Negative Cable
II. Paint Crown Beige/Gray
JJ. Work Relief Center Includes Variable Side Stance / Flexible Five Point Positioning / Back Support With Integral Hip Support / Arm and Elbow Support Padding / Padded Compartment Interior Walls / Operator Console With Work Surface and Storage / Lower Storage Compartment / Suspended Floor / 270 sq. in. Floor Area / Non-Skid Rubber Floor Mat / Entry Bar
KK. Misc Fire Extinguisher
LL. Misc Fan- Operator
MM. Display Access 1 2 3"TM Comprehensive System Control Includes 5 Key Navigation / Multi-Line Display / Event Code Readout / Four Hour Meters / Fuel Gauge w/Lift Interrupt and PIN Security
NN. Manual Service and Standard Operator Manuals
OO. Language U.S. English
PP. Warranty Standard - One Year/Unlimited Hours
QQ. Domestic Shipping Skidding (Three-piece shipment)
RR. Dealer preparation Installation and Stand Up by local Crown Dealer
SS. Free On-Board delivery to FEMA Distribution Center Hawaii Annex, 1980 Higgins Road, Bldg. 6041 Wahiawa, HI 96786

U.S. Department of Homeland Security
Federal Emergency Management Agency
Washington DC, 20472

Request for Quote

Department of Homeland Security (DHS)

Federal Emergency Management Agency (FEMA)

Request for Quote (RFQ) for the Purchase of one (1) Crown Mono Lift RMD-6025-45 Single Reach Forklift and one (1) Crown Mono-lift RMD-6025-32 Double Reach Forklift to be delivered to FEMA's Hawaii Distribution Center.

The Federal Emergency Management Agency (FEMA) Logistics Management Directorate is seeking to procure one (1) Crown Mono Lift RMD-6025-45 Single Reach Forklift and one (1) Crown Mono-lift RMD-6025-32 Double Reach Forklift. Since FEMA is tasked with responding to disasters with minimal launch time, it is always essential that FEMA has the required warehouse operational equipment to move, load, and transport life-saving and life-sustaining disaster commodities during disaster operations.

The Government reserves the right to cancel this solicitation without award if the needs of the requirement are not met. This RFQ does not commit to the Government to pay for the preparation and submission of a quote.

CONTRACT TYPE

The resulting contract will be a firm fixed price purchase order to be completed within 300 Days from the award date.

QUESTIONS

Questions related to this solicitation shall be directed to the Contracting Officer, Edward Ruud, via email at Edward.Ruud@fema.dhs.gov and Contract Specialist, Jason Rivers, via email at Jason.Rivers@fema.dhs.gov. All questions shall be submitted in writing no later than 1:00pm, EST, Wednesday, July 8, 2026. Any late questions will be addressed at the discretion of the Contracting Officer.

RFQ RESPONSE DATE

Responses to this RFQ shall be directed to the Contracting Officer, Edward Ruud, via email at Edward.Ruud@fema.dhs.gov and Contract Specialist, Jason Rivers via email at Jason.Rivers@fema.dhs.gov no later than 1:00pm, EST, Monday July 13, 2026.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

INSTRUCTIONS TO OFFERORS

It is the Quoter's responsibility to read the RFQ and all related documents carefully. Additionally, it is the Quoter's responsibility to ensure/verify the Government receives its submission on or before the date/time specified. Late submissions, modifications, revisions, and withdrawals of quotes are subject to the provision of RFO part 12 which is incorporated by reference.

EVALUATION FACTORS AND CRITERIA

1. Factor Identification - The Government will evaluate the offerors using the following factors.

- Factor 1 – Technical Specification
- Factor 2 – Delivery Plan
- Factor 3 – Price

2. Order of Importance - Factor 1, Technical Specification is the most important factor, and more important than Factor 2, Delivery Plan. The non-price factors 1 and 2 combined are more important than factor 3, Price.
3. Basis of Award - Award will be made based upon the offeror's proposal that provides the best value to the Government using the evaluation factors and tradeoff process. All evaluation factors other than price, when combined, are more important than price.

PROPOSAL INSTRUCTIONS:

1. **Technical Proposal**

A. Factor 1 – Technical Specification
The offerors shall demonstrate at meeting the technical specifications for both forklifts (**Crown Mono-lift RMD-6025-32 Double Reach Mono Lift and Crown Mono Lift RMD-6025-45 Single Reach Forklift)** as outlined in the two (2) Statement of Work documents, section 3.1 (Technical Evaluating Factors)

B. Factor 2 – Delivery Plan
The period of performance shall be within 300 days of the award.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

2. **Non-Technical Proposal**

A. Factor 3 – Price

EVALUATON METHODOLOGY:

1. **Technical Proposal Evaluation**

A. Technical Evaluation Ratings and Definitions – Each offeror's technical proposal will be evaluated for completeness and to determine whether the proposed approach meets the requirement and criteria as specified in the SOW. The table below provides definitions of the adjectival ratings to be used in evaluating each offeror's technical proposal for Factors 1 and 2.

RATING	DESCRIPTION
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

B. Factor 1 – Technical Specification
The technical specification will be evaluated to determine whether the offeror's proposed items meet the minimum technical specificities outlined in the SOW section 3.1 (Technical Evaluating Factors)

C. Factor 2 – Delivery Plan
The Delivery Plan will be evaluated for the earliest and reasonable dates, considering weather and transportation available considerations.

2. **Price Proposal Evaluation**

A. Price proposal evaluation will not receive an adjectival rating.

B. The Government will perform price evaluation to determine whether proposed prices are fair and reasonable. For the price to be reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Offerors are cautioned that unreasonably high prices may cause your proposal to be deemed not fair and unreasonable.

A. The Government reserves the right to also perform price evaluation to determine whether the proposed prices are realistic. For the price to be realistic, it should not

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

be overly optimistic and impractically low. Offerors are cautioned that unrealistically low prices, as to pose a risk to the completion of the work, may cause your proposal to be deemed unrealistic and do not pose clear understanding of the scope.

B. In evaluating price, the Government will utilize one or more proposal analysis techniques from FAR 15.404-1. Examples of such techniques include, but are not limited to the following:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
- Comparison of proposed prices with independent Government cost estimates.
- Comparison of proposed prices with prices obtained through market research for the same or similar services.

Quotes shall be in accordance with this section. Failure to submit quotes according to the Instructions provided within the solicitation may result in the respondent's quote not being considered for award. All interested parties shall be registered in the System for Award Management (SAM) at time an offer or quotation is submitted.

CLAUSES AND PROVISIONS

RFO 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) (EFFECTIVE NOVEMBER 28, 2025)

(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;

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(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.

(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 Page 51 of 465 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 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.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(e) Debriefings. If a post award 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)

RFO 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) (EFFECTIVE NOVEMBER 28, 2025)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offer or 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:

Factor 1 – Technical Specification

Factor 2 – Delivery Plan

Factor 3 – Price

RFO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) (EFFECTIVE NOVEMBER 28, 2025)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(5) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(v) *Unauthorized obligations*.

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

i. Any such clause is unenforceable against the Government.

ii. Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

iii. Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.

form. This clause 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.

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Artificial Intelligence

The Contractor will not use or deploy the use of Artificial Intelligence 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 –

- perceive real and virtual environments;
- abstract such perceptions into models through analysis in an automated manner; and
- use model inference to formulate options for information or action.

(End of Clause)

NOTICE

Contractor acknowledges that the resulting contracts shall conform to DHS FAR Class Deviation 25-01 for HSAR part 3006, dated July 25, 2025, for purposes of implementing Federal Acquisition Regulation Class Deviation (Number 25-11) for FAR Part 6 in support of Executive Order 14275 on Restoring Common Sense to Federal Procurement, the following notice is incorporated into this solicitation: HSAR Class Deviation 25-01 for HSAR Part 3006 in Support of Executive Order on Restoring Comment Sense to Federal Procurement.

(End of Notice)

---

[1] In this document, citations to Revolutionary FAR Overhaul (RFO) Part 12, are citations specifically to Federal Acquisition Regulation (FAR) Class Deviation 25-21, which was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025.