# REQUEST FOR QUOTATION
*(THIS IS NOT AN ORDER)*

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE



| 1. REQUEST NUMBER | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NUMBER | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|---|---|---|---|---|
| 70FBR926Q00000022 | 08/03/2026 | | | |

5a. ISSUED BY FEMA REGION 09
1111 BROADWAY SUITE 1200
OAKLAND CA 94607-4052

6. DELIVER BY *(Date)*: 08/19/2026

7. DELIVERY: [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

| NAME | TELEPHONE NUMBER | |
|---|---|---|
| | AREA CODE | NUMBER |
| Kimberly Sanders | | |

8. TO:

| a. NAME | b. COMPANY |
|---|---|
| | |

c. STREET ADDRESS

| d. CITY | e. STATE | f. ZIP CODE |
|---|---|---|
| | | |

9. DESTINATION

a. NAME OF CONSIGNEE: 1111 BROADWAY

b. STREET ADDRESS: 1111 BROADWAY

c. CITY: OAKLAND

| d. STATE | e. ZIP CODE |
|---|---|
| CA | |

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*: 08/12/2026 1600 PT

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

## 11. SCHEDULE *(Include applicable Federal, State and local taxes)*

| ITEM NUMBER (a) | SUPPLIES/SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | The Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) is issuing this Request for Quotation (RFQ) for the purpose of procuring Generator Preventative Maintenance Services for a 400kW Caterpillar SR4 emergency generator and auxiliary systems at Federal Emergency Management Agency (FEMA) Region IX, 1111 Broadway, Suite 1200, Oakland, CA.<br><br>This is a combined synopsis/solicitation for commercial products or commercial services in accordance with Revolutionary FAR Overhaul (RFO) part 12. This announcement constitutes the<br>Continued... | | | | |

| 12. DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS | |
|---|---|---|---|---|---|
| | | | | NUMBER | PERCENTAGE |
| | | | | | |

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

| 13. NAME AND ADDRESS OF QUOTER | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | 15. DATE OF QUOTATION |
|---|---|---|
| a. NAME OF QUOTER | | |
| b. STREET ADDRESS | 16. SIGNER | |
| | a. NAME *(Type or print)* | b. TELEPHONE |
| c. COUNTY | | AREA CODE |
| d. CITY / e. STATE / f. ZIP CODE | c. TITLE *(Type or print)* | NUMBER |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | only solicitation. Offers are being requested and a separate written solicitation will not be issued.<br><br>The solicitation number for this requirement is 70FBR926Q00000022, which must be referenced on all quotation documents submitted in response to this solicitation. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.<br><br>FEMA intends to enter into a single-award firm-fixed-price contract. This procurement will be conducted as a 100% Small Business set-aside. The associated North American Industry Classification System (NAICS) code is 811310, Commercial and Industrial Machinery and Equipment Repair and Maintenance, with a small business size standard of $11.0 million in average annual receipts. All responsible sources may submit a quotation, which shall be considered by the Government.<br><br>The Service Contract Act of 1965, as amended (41 U.S.C. 351) is applicable to this procurement and the following wage determination shall be applicable to the resulting purchase order: Wage Determination No.: 2015-5623 (Rev.-29).<br><br>The period of performance is 12-months from the date of award, with (4) 12-month option periods, if exercised.<br><br>A firm fixed price contract award may be made to the responsible offeror submitting an overall proposal that is determined best value to the Government’s needs, price and other factors considered, using the procedures prescribed in the technical evaluation factors.<br><br>We kindly request your most competitive pricing for the services outlined in this solicitation. Additionally, we encourage you to include any applicable discounts or added value that your<br>Continued... | | | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | organization may be able to provide. Please ensure that your proposal reflects your best possible pricing and highlights any unique benefits, enhancements, or incentives that differentiate your service offering.<br><br>This solicitation requires an active registration with the System for Award Management (SAM.gov) in order to be considered for award, pursuant to applicable regulations and guidelines.<br><br>Submission Deadline:<br>Quotes and required information must be submitted no later than 4:00 p.m. (PT) on Wednesday, August 12, 2026. Please email proposals to the Contracting Officer, Demetria Carter at demetria.carter@fema.dhs.gov and copy kimberly.sanders@fema.dhs.gov.<br><br>NO LATE SUBMISSIONS WILL BE ACCEPTED. | | | | |
| 0001 | Annual Generator Maintenance, Inspection, and Testing<br><br>See Statement of Work (SOW) for full details. | | | | |
| 0002 | Emergency Services<br><br>See Statement of Work (SOW) for full details. | | | | |
| 0003 | Battery Replacement (Every 3 Years) - This CLIN is unfunded until requested<br><br>See Statement of Work (SOW) for full details. | | | | |
| 0004 | Cooling System Service (Every 3 Years) - This CLIN is unfunded until requested<br><br>See Statement of Work (SOW) for full details. | | | | |
| 0005 | Fuel Polishing (Every 3 Years) - This CLIN is unfunded until requested<br><br>See Statement of Work (SOW) for full details. | | | | |
| 1001 | Annual Generator Maintenance, Inspection, and Testing | | | | |

Continued...

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | See Statement of Work (SOW) for full details.<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2027<br><br>Period of Performance: 08/19/2027 to 08/18/2028 | | | | |
| 1002 | Emergency Services<br><br>See Statement of Work (SOW) for full details.<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2027<br><br>Period of Performance: 08/19/2027 to 08/18/2028 | | | | |
| 2001 | Annual Generator Maintenance, Inspection, and Testing<br><br>See Statement of Work (SOW) for full details.<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2028<br><br>Period of Performance: 08/19/2028 to 08/18/2029 | | | | |
| 2002 | Emergency Services<br><br>See Statement of Work (SOW) for full details.<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2028<br><br>Period of Performance: 08/19/2028 to 08/18/2029 | | | | |
| 3001 | Annual Generator Maintenance, Inspection, and Testing<br><br>See Statement of Work (SOW) for full details.<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2029<br><br>Period of Performance: 08/19/2029 to 08/18/2030 | | | | |
| 3002 | Emergency Services | | | | |

Continued...

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | See Statement of Work (SOW) for full details.<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2029<br><br>Period of Performance: 08/19/2029 to 08/18/2030 | | | | |
| 4001 | Annual Generator Maintenance, Inspection, and Testing<br><br>See Statement of Work (SOW) for full details<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2030<br><br>Period of Performance: 08/19/2030 to 08/18/2031 | | | | |
| 4002 | Emergency Services<br><br>See Statement of Work (SOW) for full details.<br>(Option Line Item)<br>Date Option to be Exercised 08/18/2030<br><br>Period of Performance: 08/19/2030 to 08/18/2031 | | | | |

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## A - Solicitation/Contract Form

**52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation AUG 2025)**

## B - Supplies or Services/Prices

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## D - Packaging and Marking

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## F - Deliveries or Performance

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**52.204-24 DEVIATION REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it ‘‘does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument’’ in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212–3, Offeror Representations and Certifications– Commercial Items.

(a) Definitions. As used in this provision –

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https:// www.sam.gov) for entities excluded from receiving federal awards for ‘‘covered telecommunications equipment or services.’’

(d) Representations. The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds ‘‘will’’ in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds ‘‘does’’ in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded ‘‘will’’ in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded ''does'' in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.204-25 DEVIATION PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)**

(a) Definitions. As used in this clause—

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**52.204-23 DEVIATION PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEVIATION 20-05) (JUL 2024)**

(a) Definitions. As used in this clause-

Kaspersky Lab covered article means any hardware, software, or service that–

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means–

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor

shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

**52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

**52.216-25 Contract Definitization. (OCT 2010)**

(a) A firm fixed-price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed-price proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-1, supporting its proposal.

(b) The schedule for definitizing this contract is
The following schedule identifies the key dates for this action:

Offerors shall submit any questions no later than August 6. Responses to the solicitation are due no later than August 7.

:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

**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 14 days.

(End of clause)

**52.217-9 Option To Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 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 5 years.

(End of clause)

**52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation OCT 2025)**

**52.222-50 Combating Trafficking in Persons. (OCT 2025) (Deviation Effective Date)**

**52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services. (NOV 2021)**

(a) *Contractor entitlement to financing payments*. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services.

(c) *Security for Government financing*. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) *Reservation of rights*. (1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment*. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments*. Contractor financing payments shall be provided no more frequently than monthly.

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (FAR 52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation AUG 2025)**

## J - List of Documents, Exhibits and Other Attachments

| Attachment Number | Title | Date |
|---|---|---|
| 01 | STATEMENT OF WORK | 07/31/2026 |

## K - Representations, Certifications, and Other Statements of Bidders

## L - Instructions,Conditions, and Notices to Bidders

## M - Evaluation Factors for Award

**52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (Deviation AUG 2025)**

(a) Evaluation factors. The Government will award a contract 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:

Evaluation Methodology
Award will be made to the responsive, responsible offeror whose proposal is the Lowest Priced Technically Acceptable (LPTA) solution to the Government. Technical acceptability will be determined on a pass/fail basis, based on the following criteria:

Technical Evaluation Criteria
To be considered technically acceptable, an offeror's proposal must receive a "Yes" for each of the following questions:

1. Does the offeror's proposal address all requirements as stated in the Statement of Work (SOW)?
2. Does the offeror provide a specific and adequate approach to meeting the requirements?
3. Does the offeror's proposal indicate it will meet or exceed all minimum SOW requirements?
4. Does the offeror's staffing plan provide for effective contractor performance in accordance with the SOW?

Only proposals rated "Yes" (acceptable) for all factors will be considered technically acceptable.

Past Performance:
Past performance will be evaluated based on information submitted as part of the contract solicitation and any relevant previous performance for similar FEMA or DHS contracts. Offerors are not required to submit separate past performance documentation for this evaluation.

Price Evaluation:
Among technically acceptable proposals, award will be made to the offeror with the lowest total evaluated price.

Summary for Offerors:
Proposals will be evaluated for technical acceptability on a pass/fail basis using the criteria above. Only proposals that are technically acceptable will be considered for award, and among those, the offer with the lowest total evaluated price will be selected.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *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.

(End of provision)

**STATEMENT OF WORK**

## A. GENERAL INFORMATION

1. Title of Project: **400kW Stationary Generator Routine Maintenance**

2. Scope of Work: The contractor shall provide all resources necessary to maintain the integrity and functionality of a 400kW generator and its auxiliary components at the Region IX Office located at 1111 Broadway, Suite 1200, Oakland, California, 94607.

3. Background: FEMA Region 9 Oakland is located within a Downtown Oakland high-rise at 1111 Broadway. The generator's purpose is to provide energization during power outages to mission-critical equipment as the primary supply of emergency power. The unit is located within the building's loading dock, also known as the "Level B Superdock". Vehicles entering this space cannot exceed 13' feet in height.

4. Unit Description(s): (1) 400kW Caterpillar (Model #SR4) 3-phase generator, 606 HP Caterpillar (Model #3406) diesel engine, (2) 4D batteries, 1,000-gal fuel storage tank.

3. Performance Period: The contractor shall complete the work required under this SOW on an annual basis, or within (2) visits per year, from date of the award unless otherwise directed by the Contracting Officer (CO).

All scheduling of services shall be mutually agreed upon between the Government and the Contactor prior to the start of services. The contractor shall be given 24-hour notice for when an emergency service callout or maintenance is required.

All services are expected to be performed outside of normal business hours on weekends. Normal business hours for 1111 Broadway are Monday through Friday, 7:00am to 7:00pm, except holidays. Any maintenance performed within the regular business hours shall be approved by the CO and coordinated with the on-site point of contact.

4. Type of Contract: Firm-Fixed-Price

## B. GENERAL

Work shall proceed expeditiously and during schedule timeframes as coordinated with the on-site point of contact (POC). A pre-arrival phone call shall be provided no less than 30 minutes before arrival. Maintenance during regular business hours may be approved for certain services of this agreement to limit the impact to the Government.

The contractor shall maintain a clean working environment within the generator's enclosure by disposal or removal of waste, materials, or parts handled in accordance with any existing environmental requirements.

## C. STATEMENT OF WORK (SOW)

The purpose of this requirement is to service and repair, when necessary, the FEMA Region 9 emergency backup generator located at Oakland, CA. Services are to minimize the occurrence of power loss during outages which pose threat to operations and mission-critical equipment.

### 1. Annual Maintenance & Inspection

Services scheduled shall consist of but are not limited to, inspection and maintenance of:

- Engine oil level and coolant level.
- Block heater to maintain coolant temp. (Approximately 90 Deg. F in the block)
    - Replace block heater hoses with new silicon hoses and clamps as necessary.
- Fuel level in storage tank before and after running generator, advising when main fuel tank is below ¾ full.
- Battery water level and top as necessary.
- Battery voltage. (13 – 14 VDC or 26 – 27 VDC)
- Battery terminals for corrosion and connections for tightness (clean if necessary)
- Engine/generator electrical wiring harnesses and terminal connections.
- Engine/generator control panel gauges and alarm lights.
- Equipment mounting (vibration isolators) and accessory mounts.
- Radiator for plugging, level switch if applicable, and leaks.
- Engine governor controls (linkage).
- Air induction system including turbocharger.
- Generator and components for cleanliness.
- Battery connections and components for cleanliness; remove, clean, and reinstall if necessary.

While generator engine is under load; inspect, maintain, and verify:

- Oil pressure, fuel pressure, belt driven accessory drives.
- Oil level and add oil as required.
- Generator frequency (including stability), voltage, temperatures, and pressures.
- Battery charger output
- Leaks or unusual noises.
- Engine exhaust system.
- Engine cooling fan.

Performance of the following <u>after</u> shutting off engine:

- Record battery charger volts, check for proper operation.
- Drain crankcase oil and replace it with new oil.
- Obtaining oil samples for analysis.
- Remove and replace oil and fuel filters.
- Inspect air filter(s).

**2. Load Bank Testing**

- Start engine and apply load in increments using resistive load bank testing for a period of two (2) hours.
- Position Load Banks for discharge of hot air (Clearing Fire Sprinklers, overheads, Shrubbery, etc.)
- Connect control power to a non-emergency outlet 120vac.
- Perform generator run check, voltage, and frequency.
- Apply loads in step to rated load, recording all readings at minimum every 15 minutes.
- Return Generator to service.
- Check and record generator output-voltage, frequency, amperage, temperatures, and pressures every 15 minutes.

**3. Automatic Transfer Switch (ATS) Inspection**

- Inspect and scan integrity of ATS and components to identify potential "hot spots" or areas of concern.
- Inspect for evidence of overheating.
- Report on internal conditions of automatic transfer switch.

**4. Insulation Resistance Testing (Megger Testing)**

- Perform insulation resistance testing in accordance with manufacturer recommendations and IEEE standards.
- Test alternator and ensure components are reassembled to pre-existing state.
- Inspect internal electrical components for weaknesses.
- Inspect electrical insulation for damages, leakage current, and level of moisture, replacing wiring with "new" as necessary.
- Inspect integrity of alternator windings by applying voltage.

**5. Annual Fuel Test and Fuel Tank Inspection**

- Inspect integrity of fuel tank.
- Inspect fuel tank components and instruments.
- Perform fuel sampling to test for contaminants (i.e., sludge, water, sediment).
- Inspect fuel level and advise when main fuel tank is below ¾ full.
- Verify all drain valves are securely closed when not in use.
- Replenish any fuel spillage to original quantity.

## 6. Optional Services

Optional services may be exercised at the discretion of the Contracting Officer at any time during the Period of Performance. Certain services (e.g., battery replacement, cooling system) are typically performed on a three-year cycle unless condition-based replacement is required.

Battery Replacement: (CLIN 0003)

- Replacement of (2) 4D Batteries.
- Inspect battery charger operation.
- Inspect battery connections.
- Check battery water level and top as necessary.
- Check battery voltage. (13 – 14 VDC or 26 – 27 VDC).
- Check battery terminals for corrosion and connections for tightness (clean if necessary).

Cooling System Service: (CLIN 0004)

- Drain engine coolant.
- Replace coolant hoses (Thermostats as necessary).
- Refill engine with new coolant.
- Check engine for leaks.
- Replace all engine belts and adjust to proper specification (Fan, alternator, accessory).
    - Re-check belt tension after running engine.

Fuel Polishing (CLIN 0005)

- Perform fuel polishing to remove free water, emulsified water, sludge, fine solids and particulates in fuel tank.
- Recirculate and filter fuel using a multi-stage filtration and water separation system.
- Remove accumulated water from tank bottom and drain points and dispose of waste in accordance with applicable regulations; recondition and stabilize fuel.

## 7. Emergency Servicing

- Provide emergency phone numbers for technicians identified as point-of-contact (POC).
- Provide 24-hour emergency repair coverage.

## 8. Reporting Requirements

1. The Contractor shall provide the Contracting Officer or on-site POC with service reports that detail the completion of work withing 48-hours. The report shall identify problems or discrepancies that arose and include statement(s) describing any resolution. Reporting must include outstanding concerns that require further action or that were left unresolved.
2. The Contractor shall further submit an estimate for services to correct deficiencies not identified as part of the general maintenance requirement before performing work.

**9. Maintenance Schedule**

1. The Contractor shall identify, plan, and confirm agreement of a pre-determined annual maintenance schedule for work performance but provided flexibility with 2-week window periods for standard, one-time, and annual services. Confirmation to proceed with an onsite POCS shall be scheduled no earlier than ten (5) business days prior to service.

## D. PERMITS, ROYALTIES, AND LICENSES

The contractor shall, without additional an expense to the Authority, be responsible for obtaining all licenses, certifications and permits which are necessary to fulfill the requirements of the Statement of Work.

The contractor shall also obtain and pay the costs of any royalties and licenses for any patent or copyrighted items used in the performance of work.

**Insurance requirements for successful vendor (proof required and submitted before work to begin).**

a. Workers' compensation Insurance as required by state law in the minimum amount of one million dollars.
b. Commercial general liability insurance in the minimum amount of one million dollars that includes a general aggregate in the minimum amount of two million dollars
c. Employer's liability insurance in the minimum amount of one million dollars.
d. Business automobile insurance in the minimum amount of one million dollars.
e. Umbrella liability insurance in the minimum amount of two million dollars

## E. Safety

The contractor shall perform all its activities pursuant to this contract in a safe manner.

The contractor shall assume responsibility on the job site for the actions of all its personnel and subcontractor(s) who are associated with performance on this contract. The contractor shall take adequate measures to prevent injury to the public or Authority property on the job site

**SECURITY:** All personnel require access to information up to the sensitive but unclassified, for official use only (FOUO) levels. Contractors must ensure contractor employees receive a favorably adjudicated public trust suitability prior to entry on duty (EOD). All individuals will be U.S. citizens. The contractor shall follow the standards established within DHS and FEMA policy.

**Unauthorized Disclosure of Classified or Unclassified Information:**

Contractors and Subcontractors who are working on this contract may receive Unauthorized Disclosure of Classified or Unclassified Information training.

Access to the training can be obtained at:

https://securityawareness.usalearning.gov/unauthorizedrefresher/index.htm

Send the certificate of completion to the FEMA Contracting Officer Representative no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

OPSEC Training:

Contractors and Subcontractors who are working on this contract may receive the OPSEC Awareness Brief.

Access to the briefing can be obtained at http://cdsetrain.dtic.mil/opsec

Send the certificate of completion to the FEMA Contracting Officer Representative no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

Insider Threat Training:

Insider Threat training for Contractors can be found at: http://cdsetrain.dtic.mil/itawareness/index.htm.

Certificate of training is required for all cleared contractor employees who are working with classified or unclassified information. All certificates must be sent to the assigned FEMA Contracting Officer Representative, before the Contractor or Subcontractor is granted access to classified or unclassified information but no later than 30 calendar days after awarded contract. All cleared contractor personnel are required to recertify Insider Threat training annually thereafter. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

For Official Use Only (FOUO) Information:

In accordance with DHS Management Directive 11042.1 contractors, consultants and others to whom access is granted will abide by 11042.1; DHS policy regarding the identification and safeguarding of sensitive but unclassified information originated within DHS. It also applies to other sensitive but unclassified information received by DHS from other government and non-governmental activities.

The contractor will:

1. Be aware of and comply with the safeguarding requirements for “For Official Use Only” (FOUO) information as outlined in this directive.

2. Participate in formal classroom or computer-based training sessions presented to communicate the requirements for safeguarding FOUO and other sensitive but unclassified information.
3. Be aware that divulging information without proper authority could result in administrative or disciplinary action.

Contractors and Consultants shall execute a DHS Form 11000-6, *Sensitive but Unclassified Information Non Disclosure Agreement* (NDA), as a condition of access to such information. Other individuals not assigned to or contractually obligated to DHS, but to whom access to information will be granted, may be requested to execute an NDA as determined by the applicable program manager. Execution of the NDA shall be effective upon date of the DHS Policy and not applied retroactively.

**Foreign Travel and Government-Issued Equipment**

Per DHS and FEMA IT policy, FEMA employees and contractors are not authorized to take government-issued equipment, including cell phones, computers, or tablets such as iPads, outside of the United States regardless of the reason for travel. If government-issued equipment is required for official foreign travel, FEMA government employees may request a temporary loaner device through the Mobility Service Center, Office of the Chief Information Officer, Service Center for the duration of their trip. FEMA contractors must contact their contracting officer's representative (COR) for further guidance.

If your device is detected as operating outside of the United States and its territories it will be disabled, and your information will be forwarded to the Office of Professional Responsibility for review.

Background Investigations

All contractor personnel who require access to DHS or FEMA information systems, routine access to DHS or FEMA facilities, or access to sensitive information, including but not limited to Personally Identifiable Information (PII), shall be subject to a full background investigation commensurate with the level of the risk associated with the job function or work being performed. FEMA's Personnel Security Division (PSD) will determine the risk designation for each contractor position by comparing the functions and duties of the position against those of a same or similar federal position, applying the same standard for evaluating the associated potential for impact on the integrity and efficiency of federal service.

Low Risk without Information System Access

Contractor personnel occupying positions or performing functions with a Low-Risk designation and who do not require access to DHS or FEMA information systems may undergo a Tier 1 investigation with a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract. (also reference Facility Access).

Low Risk with Information System Access

Contractor personnel occupying positions or performing functions with a Low-Risk designation and who require access to DHS or FEMA information systems shall undergo a Tier 2 Suitability Background

Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Moderate Risk

Contractor personnel occupying positions or performing functions with a Moderate Risk designation shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

High Risk

Contractor personnel occupying positions or performing functions with a High-Risk designation shall undergo a Tier 4 Suitability Background Investigation (T4) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Background Investigation Process

To initiate the request to process contractor personnel, the Contractor shall provide the FEMA Contracting Officer's Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the FEMA Form 121-3-1-6, "Contract Fitness/Security Screening Request." The FEMA COR shall ensure that all other applicable sections of the FEMA Form 121-3-1-6 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, "Declaration for Federal Employment," forms for all contractor personnel.

Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if:

- the investigation was completed within the last five years,
- it meets or exceeds the minimum requirement for the position they will occupy or functions they will perform on this contract,
- the contractor personnel have not had a break in employment since the prior favorable adjudication, and,
- FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation.

FEMA PSD will notify the COR of the names of the contractor personnel eligible to work based on prior, favorable adjudication. The COR will, in turn, notify the Contractor of the names of the favorably adjudicated contractor personnel, at which time the favorably adjudicated contractor personnel will be eligible to begin work under this contract.

For those contractor personnel who do not have an acceptable, prior, favorable adjudication or who otherwise require reinvestigation, FEMA PSD will issue an electronic notification via email directly to

the contractor applicant/personnel that contains the following documents, which are incorporated into this contract by reference, along with a link to the Office of Personnel Management's (OPM) Electronic Questionnaires for Investigation Processing (e-QIP) system and instructions for submitting the necessary information:

- Standard Form 85P, "Questionnaire for Public Trust Positions"
- Optional Form 306, "Declaration for Federal Employment"
- SF 87, "Fingerprint Card" (2 copies)
- DHS Form 11000-6, "Non-Disclosure Agreement"
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

FEMA PSD will only accept complete packages consisting of all of the above documents and Standard Form 85P, which must be completed electronically through the Office of Personnel Management's e-QIP system. The Contractor is responsible for ensuring that all contractor personnel timely and properly submit all required background information.

Once contractor personnel have properly submitted the complete package of all required background information, FEMA's Personnel Security Division, at its sole discretion, may grant contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division's initial review of the contractor personnel's background information reveals no issues of concern. In such cases, FEMA's Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contactor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

Upon favorable adjudication of the full background investigation, FEMA's Personnel Security Division will update the contractor personnel's security file and take no further action. In any instance where the final adjudication results in an unfavorable determination FEMA's Personnel Security Division will notify the contractor personnel directly, in writing, of the decision and will provide the COR with the name(s) of the contractor personnel whose adjudication was unfavorable. The COR will then forward that information to the Contractor. Contractor personnel who receive an unfavorable adjudication shall be ineligible to perform work under this contract. Unfavorable adjudications are final and not subject to review or appeal.

Continued Eligibility and Reinvestigation

Eligibility determinations based on a Low Risk T1, Moderate Risk T2S or High Risk T4 are valid for five years from the date that the investigation was completed and closed. Contractor personnel required to undergo a background investigation to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone a reinvestigation and FEMA's Personnel Security Division has renewed their eligibility to perform work under this contract.

Exclusion by Contracting Officer

The Contracting Officer, independent of FEMA's Personnel Security Division, may direct the Contractor be excluded from working on this contract. Any contractor found or deemed to be unfit or whose continued employment on the contract is deemed contrary to the public interest or inconsistent with the best interest of the agency may be removed.

**FEMA does not intend to share PII with this contractor, however it is possible during the course of their duties that they may come into contact with documents containing PII. Privacy and cyber security clauses are in place to ensure contractor compliance with proper PII handling procedures.**

1. **APPLICABLE DOCUMENTS**: Employee Identification - Contractor personnel working on this requirement shall wear an identification badge that, at minimum, displays the contractor's name, the employee's photo, and the employee's name. Contractor employees shall comply with all Government escort rules and requirements. Provide manufacturer documentation for maintenance performance schedule.