

**FEMA**

**Request for Quotation**  
**70FBR923Q000000006-MB**

The Federal Emergency Management Agency (FEMA) is considering the issuance of a firm fixed price purchase order to provide all resources necessary to replace an operable partition at the Region IX Office located at 1111 Broadway, Suite 1100, Oakland, California, 94607. Please see attached statement of work.

This is a request for quotation for commercial items prepared in accordance with the format in FAR Part 13 Simplified Acquisition Procedures. This requirement is reserved and set aside exclusively for small business concerns. The Government seeks quotes with a total price less than \$73,700.00. Quoters should not interpret this figure as a ceiling (or as a floor) on quotes; rather, this information is provided as a courtesy to prospective offerors. The Government may select a quote for award with a price below, at, or exceeding this figure if it finds that quote provides the best value and funds are available.

The associated North American Industrial Classification System (NAICS) code for this procurement is 337215-Showcase, Partition, Shelving, and Locker Manufacturing.

The Service Contract Act of 1965, as amended (41 U.S.C. 351) is applicable to this RFQ and shall be applicable to the resulting purchase order: Wage Determination No.: 2015-5623 (Rev.-20) **This action is exclusively reserved for Small Business.**

The minimum insurance requirements are the limits carried by the Contractors or Subcontractors of all tiers or the minimum insurance requirements contained in the contract, whichever is greater.

Contractor shall maintain the following insurance:

(a ) Commercial General Liability Insurance as additional insureds, including, but not limited to, protection for Premises/Operations Liability, Contractual Liability, Contractor's Protective, and Products/Completed Operations Liability in the following minimum limits: Bodily Injury, Property Damage and Personal Injury Liability in the amount of \$1,000,000 each occurrence/\$2,000,000 aggregate with an additional \$5,000,000 excess/umbrella policy.

Policies shall also be on a primary and non-contributory basis, including waiver of subrogation in favor of owner and manager. Policies shall provide for a Per Project General Aggregate. Additional Insured must be on ISO CG2010 (11/85) version or equivalent.

(b) Comprehensive Auto Liability Insurance including non-owned vehicles with a combined single limit of not less than \$1,000,000 per accident with an additional \$1,000,000 excess/umbrella policy. Policies shall name owner and manager additional insured including waiver of subrogation.

(c) Workers' Compensation insurance as required by law and Employers Liability Insurance with limits of at least \$1,000,000. Policy shall contain waiver of subrogation in favor of owner and manager.

(d) Property insurance for the full replacement value of all property used by Contractor at the project and/or in the performance of the Services hereunder. All deductibles and self - insured retentions must be shown on the Certificate of Insurance. Carrier must be rated A- VIII or better in accordance with AM Best.

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### **Description of Requested Items/CLIN Structure**

0001 - Generator Maintenance. Please review statement of work

### **Purpose**

The Department of Homeland Security, Federal Emergency Management Agency (FEMA) requires that the contractor shall provide all products and services for this requirement during work hours Monday through Friday 8 a.m. to 4 p.m. Any work performed outside the regular business hours shall be approved by the CO and coordinated with the on-site point of contact.

### **Site Visit**

The Government will allow Contractors to visit the facility at 1111 Broadway, Suite 1200, Oakland, CA 94607. Contractors shall email Michael Bonds at [michael.bonds@fema.dhs.gov](mailto:michael.bonds@fema.dhs.gov) no later than 12 p.m. EST on June 2nd 2023, if you want to attend the site visit. "Operable Partition - Region 9" should be in the subject line of your email. Submit an additional email if a confirmation reply is not returned. Specific site visit information to include entry requirements will be sent via email to Contractors who submit their email by the submission time and date. Contractors are responsible for meeting all entry requirements to attend the site visit. For planning purposes, the site visit is tentatively scheduled for June 9th, 2023. Time TBA.

### **Quote Submission Instructions**

Questions regarding this Request for Quotation shall be emailed to [michael.bonds@fema.dhs.gov](mailto:michael.bonds@fema.dhs.gov) no later than 11:00 a.m. EST, on Friday, June 13th, 2023. Questions received after this date and time may not be considered.

Quotations shall be emailed to [michael.bonds@fema.dhs.gov](mailto:michael.bonds@fema.dhs.gov) no later than 11:00 a.m. EST, on Friday, June 16th, 2023. Quotations received after this date and time may not be considered.

Quoters are required to be registered in System of Award Management (SAM) at the time an offer or quotation is submitted in order to comply with the annual representations and certifications requirement. All quotations must include the Unique Entity Identifier (UEI).

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### **Evaluation Factors**

Award will be made based upon the quotation that provides the best value to the government using the evaluation factors described below. Evaluation factors other than price, when combined, are approximately equal to price.

#### **Factor 1. Price**

The Contractor shall provide a pricing spreadsheet inclusive of labor hourly rates in accordance with the attached wage rate determination form, fees for supplies and materials, and/or any additional items as necessary.

#### **Factor 2. Past Performance**

The Contractor shall provide 3 references who can verify work similar in size, scope, and complexity to this requirement.

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### **Addendum**

#### **Financial Responsibility**

##### **Statement of Contractor Assurance**

By submitting this offer, the offeror certifies that, at the time of submission, they have adequate financial resources to perform the contract; they have the capability to comply with the required or proposed delivery or performance schedule; and otherwise meet or exceed the general standards required by FAR 9.104-1.

Furthermore, by submitting this offer, the offeror also certifies that any partners or subcontractors meet or exceed the general standards required by FAR 9.104-1, and the offeror has commitments from their partners and subcontractors to deliver all commodities/services proposed.

The offeror shall disclose any filings for bankruptcy, fines levied by governmental agencies, or legal proceeding against any participating organization, employees, corporate officer, or entity that might have a material effect on the proposer's ability to implement the proposed project, as required by FAR [52.209-5 or 52.212-3(h)\*], Certification Regarding Responsibility Matters.

##### **Instructions for Submitting Contractor Assurance Information\*\***

The offeror shall submit information supporting this certification to the CO at the time proposals are due. This submission will only be reviewed by the CO in making a determination of responsibility. This information will not be reviewed as part of a technical evaluation and will not count against page limits for technical proposals.

At a minimum, offerors shall include: 1) the offeror's delivery plans, including, but not limited to, any agreements and/or arrangements with suppliers, providing as much detail necessary to explain how the statement of work will be accomplished within this working relationship; 2) a description of the offeror's ability to adequately meet the financial demands of the requirement, including current relationships with lending and/or financial institutions or equity sources which have demonstrated interest in providing financing for the proposed project; and 3) at the offerors discretion, any additional information the offeror believes supports the above certification and will assist the CO in making the determination of responsibility for the offeror and its subcontractors.

\*52.212-3(h) applies to acquisitions over the Simplified Acquisition Threshold (\$250,000)

\*\* This request for information is only included for disaster solicitations because FAR 9.105-1 Obtaining Information, states that information should generally be obtained after receipt of offers and "shall ordinarily be limited to information concerning

– (i) the low bidder; or (ii) those offerors in range for award."

#### **NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS**

Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns raised by an interested party. FEMA offers, as an option for disputes resolution, Alternative Dispute Resolution (ADR).

ADR is an informal, expeditious and inexpensive way to resolve contract issues and is designed to promote satisfying solutions and fair procedures. For more information on FEMA's ADR services, please contact FEMA's ADR office at the following address:

Federal Emergency Management Agency  
Alternative Dispute Resolution Division  
FEMA Office of Chief Counsel  
400 Virginia Avenue, SW  
Washington, DC 20472-3400

If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency. These procedures have been designed to create an avenue for resolving third-party grievances in connection with the acquisition process outside of formal processes through the Government Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the agency protest. Pursuing an agency protest does not extend the time for obtaining a stay at GAO. These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

A. Definitions.

1. "Agency protest" is one that may be filed with either the contracting officer or the officer responsible for the resolution of all agency protests filed at the level above the contracting officer.
2. "Ombudsman" is the agency official above the level of the contacting officer designated by the Director of Acquisitions Operations to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the ombudsman.
3. "Day" is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is Saturday, Sunday, or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

B. Submission Guidelines.

1. Agency protests may be filed through the contracting officer or, at a level above the contracting officer, through the ombudsman either by facsimile transmission or by "Certified Mail" (Return Receipt Requested) as follows:

FEMA  
Michael, Bonds  
202-257-8893

or

FEMA  
David Orris, Ombudsman  
16825 S. Seton Ave, D-123  
Emmitsburg, MD 21727  
301-447-1830

2. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest". If the protester submits the protest directly through the ombudsman, the protester must also, within one (1) day of submitting the protest to the ombudsman, submit a copy of the protest to the responsible contracting officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).
3. To be filed on a given day, protests and any subsequent appeals must be received by 4:30 p.m., current-local time. Any protests received after that time will be considered to be filed on the next day.
4. Protest submission will not be considered filed until all of the following information is provided:
  - a. The protester's name, address, telephone number and fax number;
  - b. The solicitation or contract number;
  - c. A detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;
  - d. Copies of relevant documents;
  - e. A request for ruling by the agency;

f. A statement detailing the form of relief requested;

g. All information establishing that the protester is an interested party for the purposes of filings a protest; and

h. All information establishing the timeliness of the protest.

5. All protests must be signed by an authorized representative of the protester; and must be addressed to the contracting officer or the ombudsman.

**C. Timeliness/Resolution of Protests.**

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

2. Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.

3. Protests filed through the contracting officer within 20 days after the protest is filed through the contracting officer, the contracting officer will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)".

**D. Appeals.**

1. Protesters who filed protests through the contracting officer may, within five days of receipt of the contracting officer's written ruling, appeal to the ombudsman.

2. Requests for appellate review must be submitted to the ombudsman by facsimile transmission or by "Certified Mail" (Return Receipt Requested).

3. The ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)" within 10 days of receipt of the request for appellate review of the contracting officer's decision.

4. In accordance with FAR 33.103(d)(4) and 4 C.F.R. 21.2(a)(3), if there is an agency appellate review of the contracting officer's decision on the protest, it will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action.

**E. Protests filed through the ombudsman:**

1. If the protester protests directly through the ombudsman, the ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)" within 35 days after the protest was filed.

2. Protests filed directly through the ombudsman cannot be appealed within the agency.

**F. Dismissal of Protests.** The agency may dismiss protests when protesters file protests through the GAO or CFC while their protests are pending at the agency level; and for failure to comply with any of the requirements of these agency protest procedures. For example, the agency may dismiss protests that are procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly state legally sufficient grounds of protests).

**Contract Announcement, Press Release**

**Advertisements, Publicizing Awards, and News Releases** All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the FEMA CO. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the CO. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or considered to be superior to other products or services.