

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 3	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HSFE01-17-R-0002		6. SOLICITATION ISSUE DATE 09/01/2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ryan Colgan			b. TELEPHONE NUMBER (No collect calls) 617-956-7529		8. OFFER DUE DATE/LOCAL TIME 09/28/2017 1600 ES
9. ISSUED BY FEMA REGION 01 FEDERAL EMERGENCY MANAGEMENT AGENCY REGION I 99 HIGH STREET 6TH FLOOR BOSTON MA 02110				CODE FEMA R01 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO FEMA 63-65 OLD MARLBORO RD MAYNARD MA 01754		CODE		16. ADMINISTERED BY FEMA REGION 01 FEDERAL EMERGENCY MANAGEMENT AGENCY REGION I 99 HIGH STREET 6TH FLOOR BOSTON MA 02110			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18a BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 10/15/2017 to 04/14/2018 Base Year Snow Removal Services October 15, 2017 - April 14, 2018 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT			6	MO		
0002	Base Year Sanding/Salting Services October 15, 2017 - April 14, 2018 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			6	MO		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ 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)		31c. DATE SIGNED	
				Ryan Colgan			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1001	Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Option Year 1 Snow Removal Services October 15, 2018 - April 14, 2019 (Option Line Item) Date Option to be Exercised 09/15/2018 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2018 to 04/14/2019	6	MO		
1002	Option Year 1 Sanding/Salting Services (Option Line Item) Date Option to be Exercised 09/15/2018 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2018 to 04/14/2019	6	MO		
2001	Option Year 2 Snow Removal Services October 15, 2019 - April 14, 2020 (Option Line Item) Date Option to be Exercised 09/15/2019 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2019 to 04/14/2020 Continued ...	6	MO		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Option Year 2 Sanding/Salting Services October 15, 2019 - April 14, 2020 (Option Line Item) Date Option to be Exercised 09/15/2019 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2019 to 04/14/2020	6	MO		
3001	Option Year 3 Snow Removal Service October 15, 2020 - April 14, 2021 (Option Line Item) Date Option to be Exercised 09/15/2020 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2020 to 04/14/2021	6	MO		
3002	Option Year 3 Sanding/Salting Services October 15, 2020 - April 14, 2021 (Option Line Item) Date Option to be Exercised 09/15/2020 Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT Period of Performance: 10/15/2020 to 04/14/2021	6	MO		

THIS PROCUREMENT IS SUBJECT TO THE AVAILABILITY OF FUNDING. NO AWARD IS GUARANTEED

FEMA Region 1 Snow Removal and Salting/Sanding Services will be procured via a Firm Fixed-Price Purchase Order and is being solicited with a Small Business set-aside. Vendors must have an active registration at SAM.gov in order to be selected. Award for these services will be made on BEST VALUE to the government. Lowest price does not automatically win award of this contract. Vendors shall provide:

1. Price Proposal on issued DHS SF1449
2. Technical Proposal detailing vendor's approach to fulfill the requirement
3. Past Performance inclusive of at least three similar projects of size and scope, along with POC's.
4. Certificate of insurance

There will be a **MANDATORY SITE VISIT** held on location Thursday, September 14th at 10:00 AM EST. If you plan to attend, you MUST email Christopher Kelly at Christopher.Kelly@FEMA.DHS.GOV with your intentions on attending. Information should include name, phone number, and company name.

Any questions must be submitted to Christopher.Kelly@FEMA.DHS.GOV by no later than Thursday, September 21st at 4:00 PM EST. Answers will be posted shortly thereafter as an amendment to the solicitation on FBO.

Proposals due Thursday, September 28th at 4:00 PM EST to Christopher.Kelly@FEMA.DHS.GOV

PRICING EXHIBIT – SNOW REMOVAL AND SALTING SERVICES

Line Item 0001 – Snow Removal: The price for snow removal services as identified on the SF-1449 (Solicitation, Offer and Award) is expressed as a recurring monthly charge for ease of funding and billing. To determine this monthly charge, Contractors shall assume an estimated quantity for **Maynard, MA of 60 inches** of seasonal **(October 15 – April 14)** snowfall to be plowed, sanded and removed. The total lump sum cost of this work shall then be divided by **6 months** to arrive at the monthly contract price.

In addition to the monthly contract price, the unit price for snow services shall be established by dividing the total lump sum seasonal cost for this work by the estimated seasonal quantity for **Maynard, MA of 60 inches**. This unit price shall be expressed per inch.

This estimated seasonal quantity of snowfall represents the historical average snowfall for the geographic area of the contract as determined by FEMA Region 01.

The actual seasonal snowfall for the geographic area of the contract will be determined utilizing the awarded vendor's measurements. On a monthly basis, the awarded vendor will be asked to provide their measurements to the Contracting Officer and Contracting Officer's Representative (COR). If the COR drastically disagrees with the measurements taken by the awarded vendor, the amounts supplied by the COR shall override those of the awarded vendor. Based on the difference between the estimated and actual seasonal snowfalls (in total number of inches), an adjustment to the contract price for snow removal services may be available to either contract party. Any such adjustment shall be executed in strict accordance with the below clause entitled "Variation in Estimated Quantity".

VARIATION IN ESTIMATED QUANTITY

1. The estimated quantity for seasonal snowfall for the geographic area of the contract is **Maynard, MA Average Annual Snowfall [60 in]**.
2. No adjustment to contract price shall be made if the actual quantity is within 10 inches of the estimated quantity whether above or below.
3. If the actual quantity varies more than 10 inches, the variation amount above or below the estimated quantity shall be subject to an adjustment in the contract price.
4. The contract price adjustment will be determined by multiplying the number of inches that is above or below the 10 inch variation, by 80% of the original contract bid unit-price.
5. The unit prices proposed with the bid documents may be adjusted only if the Government AND Contractor can demonstrate that the unit cost of a unit priced item has changed due to the variation in quantity greater than 10 inches of the contract estimated quantity.

Line Item 0002 – Salting/Sanding: The price for salting/sanding services as identified on the SF-1449 (Solicitation, Offer and Award) is expressed as a recurring monthly charge for ease of funding and billing. To determine this monthly charge, Contractors shall assume an estimated, total season quantity of 30 TRIPS (where salting or sanding will take place) during the period of performance of **October 15 – April 14 of each year**. The total lump sum cost of this work shall then be divided by **6 months** to arrive at the monthly contract price.

In addition to the monthly contract price, the unit price for sanding/salting services shall be established by dividing the total lump sum seasonal cost for this work by the estimated seasonal quantity of 30 TRIPS.

The awarded vendor is expected to track these visits and can be asked to verify by the Contracting Officer or Contracting Officer's Representative at any time. On a monthly basis, the awarded vendor will be asked to provide their trip numbers to the Contracting Officer and Contracting Officer's Representative (COR). If the COR drastically disagrees with the trips made by the awarded vendor, the numbers recorded by the COR shall override those of the awarded vendor. Based on the difference between the estimated and actual number of trips, an adjustment to the contract price for sanding/salting services may be available to either contract party. Any such adjustment shall be executed in strict accordance with the below clause entitled "Variation in Estimated Quantity".

VARIATION IN ESTIMATED QUANTITY

6. The estimated quantity of trips to be made for sanding/salting services over the course of the season is 30 TRIPS.
7. No adjustment to contract price shall be made if the actual quantity is within 5 trips of the estimated quantity, whether above or below.
8. If the actual quantity varies more than 5 trips, the variation amount above or below the estimated quantity shall be subject to an adjustment in the contract price.
9. The contract price adjustment will be determined by multiplying the number of trips that is above or below the 5 trip variation, by 80% of the original contract bid unit-price.
10. The unit prices proposed with the bid documents may be adjusted only if the Government AND Contractor can demonstrate that the unit cost of a unit priced item has changed due to the variation in quantity greater than 5 trips of the contract estimated quantity.

STATEMENT OF WORK
Snow and Ice Removal
Federal Emergency Management Agency
63 and 65 Old Marlboro Road, Maynard, MA 01754

SEASONAL

Place of Performance:

63-65 Old Marlboro Road, Maynard, MA 01754

Period of Performance:

BASE YEAR: October 15th, 2017 – April 14th, 2018

OPT YEAR 1: October 15th, 2018 – April 14th, 2019

OPT YEAR 2: October 15th, 2019 – April 14th, 2020

OPT YEAR 3: October 15th, 2020 – April 14th, 2021

Key Individuals:

Contracting Officer: Ryan Colgan

Contract Specialist: Christopher Kelly

Contracting Officer's Representative: Michael Plante

OVERVIEW:

This is to establish a method of removing snow and ice from the Maynard Facility. The vendor shall provide all equipment required for the complete plowing and sanding/salting the entire parking area and sidewalks located at 63 and 65 Old Marlboro Road, Maynard, MA.

- A. The vendor shall automatically mobilize and report to the facility to remove snow and ice from all entrances, steps, landings, sidewalks and parking areas, before the building occupants report for work or during a Facility activation seven days a week and on a continuing basis thereafter. Plow snow and clear walkways shall commence when the snow accumulation reaches 1" of snow or the town is out plowing public roadways.
- B. The contractor shall be available within 1 hour notice 24/7 by phone or cell phone to start sanding and or snow removal operations.
- C. The COR shall supply the contractor with a map of the primary areas that need to be kept clear during FRC activations.
- D. Sanding and salting should be accomplished on an automatic basis when the need arises or when the town is out sanding and salting public roadways.

- E. The above methods for snowplowing, sanding and clearing walkways may be superseded by a direct telephone call from the Contracting Officer, (CO), the Contracting Officer's Representative, (COR), or their appointed alternates.
- F. The associated equipment required for the services shall be supplied by the contractor and must include, at a minimum, pick-up trucks with plows, dump trucks with plows, snow blowers and front end loaders.
- G. When it is deemed necessary to remove the snow from the premises, due to limited parking spaces, it will be the responsibility of the contractor to use their own equipment and relocate the snow to an area within the complex, as directed by the COR.
- H. The contractor shall take all necessary precautions to adequately protect personnel and government property in areas of work. Vehicles shall be equipped with lights and warning beepers when backing up.
- I. The contractor shall ensure that snow is removed from all walkways and stairways on the premises. Same will be treated with "ice melt" as required. It will be the responsibility of the contractor to supply all materials as necessary.
- J. The contractor shall remove all snow from the front doors of the Vehicle, Storage, Administration, Building (VSAB). The contractor shall Hand shovel these doors to reduce any damage which may occur due to operation of heavy plow equipment in close proximity to the doors.
- K. The contractor shall maintain a clear travel path for the automatic gates at all times keeping the gates clear of snow and ice this work shall be done by hand or snow blower.
- L. All snow plowing shall be accomplished so as to allow the maximum number of parking spaces. As stated above, when parking is diminished, the contractor shall be required to relocate the snow elsewhere on site.
- M. No snow shall be piled up in front of or in reserved parking spaces.
- N. The Facility has a parking plan in place during inclement weather to help in the removal of snow.
- O. The contractor shall be available to clean up residual sand at the end of the season. The date shall be chosen by the COR and coordinated with the contractor's schedule.
- P. A walk through shall be done with the contractor and the COR of the property prior to winter snow season to review and document existing conditions of the parking lot.
- Q. The contractor shall be responsible for all damages from snow removal operations to include curbing, gates, fencing, doors (to include overhead doors), lawns, shrubbery, trees and vehicles government or privately owned.

TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Representative (COR) who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COR, regarding matters within the general tasks and requirements in the statement of work for this contract.

(b) The COR does not have the authority to, and shall not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the specifications of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

(1) the technical direction is rescinded in its entirety

(2) the technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

CLAUSES

52.202-1 Definitions. (NOV 2013)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (MAY 2014)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

52.222-50 Combating Trafficking in Persons. (MAR 2015)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.226-6 Promoting excess food donation to nonprofit organizations. (MAY 2014)

52.232-1 Payments. (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.244-6 Subcontracts for Commercial Items. (JAN 2017)

3052.209-70 Prohibition on contracts with corporate expatriates. (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

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

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

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

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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

(End of Clause)

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

Clauses

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

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

Clauses

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

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

(End of provision)

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:

Ryan.Colgan@fema.dhs.gov

Ryan Colgan

99 High Street, 6th floor

Boston, MA 02110

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).

EVALUATION FACTORS FOR AWARD

- Price Proposal on issued DHS SF1449
- Technical Proposal detailing vendor’s approach to fulfill the requirement
- Past Performance inclusive of at least three similar projects of size and scope (along with POC’s)
- Proof of Insurance



Legend Items

- | | | | |
|--------------|---------------|---------------|---------------|
| △ Survey Hub | ⚡ Electric | ✱ Shrub | ■ Buildings |
| ● Opening | 📷 Cam | ▲ Tree | ▬ Drainage |
| ● INTERNOM | ✱ Antenna | 🚩 Flag | ▬ Sidewalks |
| ● Oil Access | ■ Storm | --- 4ft Fence | ▨ Gravel Pad |
| ⊙ Water Box | ⊙ Manhole | — 7ft Fence | ■ Green Space |
| ● HVAC | • Lights | ⚡ Gate | ■ Flower Beds |
| ● Gas Tank | • Guide Wires | ■ Road | |
| ⊙ Sewer | — Doors | | |
| ⊙ Direct TV | ● Hydrant | | |
| ● Dish | ● Bollard | | |
- *Contours measured in 3 Meter increments.

Parking

1	56,545.87 sq. ft.
2	22,750.95 sq. ft.
3	13,408.53 sq. ft.
4	24,935.10 sq. ft.
5	18,411.43 sq. ft.
Road	8,169.19 sq. ft.

Total:
144,221.07

Green Space

A	95,660.92 sq. ft.
B	241,711.19 sq. ft.
C	22,938.08 sq. ft.
D	63,159.6 sq. ft.
E	144,854.2 sq. ft.

Total:
568,323.99 sq. ft

