SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER:

PAGE 1 OF 16

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 70FBR626Q00000044

6. SOLICITATION ISSUE DATE: 09/12/2026

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Destiny Dyson

b. TELEPHONE NUMBER *(No collect calls)*:

8. OFFER DUE DATE/ LOCAL TIME: 09/23/2026 1200 CT

9. ISSUED BY CODE 70FBR6

FEMA REGION 06
DHSFEMA
REGION VI 800 NORTH LOOP 288
DENTON TX 76209-3606

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541519

SIZE STANDARD: 150

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE FEMA R06

FEMA REGION VI
FEMA REGION VI
800 NORTH LOOP 288
ATTENTION DOUGLAS CREECY
DENTON TX 76209-3606

16. ADMINISTERED BY CODE 70FBR6

FEMA REGION 06
DHSFEMA
REGION VI 800 NORTH LOOP 288
DENTON TX 76209-3606

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Department of Homeland Security, Federal Emergency Management Agency, has identified a need to replace end-of-life laptops and acquire various IT peripheral equipment necessary to maintain operational capability, cybersecurity Continued...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Destiny Dyson

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	compliance, and workforce productivity. The purpose of this Request for Quotation is to solicit quotations from authorized resellers and distributors for the supply of the brand-name equipment identified in the schedule of supplies, including Dell, Cisco, Samsung, Sharp, Crestron, and associated peripheral equipment. This RFQ is issued as an open market total small business set-aside under NAICS 541519, Other Computer Related Services, with a small business size standard of 150 employees. Award will be made to the lowest-priced, technically acceptable responsible small business quoter whose quotation conforms to all requirements of this RFQ. Offerors shall identify the exact brand name, model number, part number, and specifications of each item proposed. All quoted items must match the specified brand name, model number, part number, and configuration exactly. Substitutions, alternatives, or deviations will not be accepted unless expressly authorized in writing by the Contracting Officer. Offerors must be authorized resellers or distributors of the specified brands. The Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Government reserves the right to verify reseller or distributor authorization directly with the original equipment manufacturer. Offerors shall provide a letter or certificate of authorization upon request. For purposes of this requirement, the prime quoter may satisfy the authorized reseller/distributor requirement by providing documentation demonstrating that the specified products will be procured through an OEM-authorized distributor or reseller channel. The prime quoter is not required to hold direct reseller/distributor authorization from each OEM, provided the documentation submitted is sufficient for the Government to verify the authorized source and channel eligibility of the quoted products. The Government seeks quotes with a total price less than $370,000.00. Quoters should not interpret this figure as a ceiling or as a floor on offers. This information is provided as a courtesy to prospective offerors. The Government may select an offer for award with a price below, at, or exceeding this figure if it finds the quotation technically acceptable, price is reasonable, and funds are available. Delivery shall be FOB Destination. Equipment shall be delivered within 70 calendar days after receipt of order. Shipment tracking information and delivery confirmation shall be provided upon request. All questions and quotations shall be submitted by email to the Contracting Officer, Destiny Dyson, at Destiny.Dyson@fema.dhs.gov. Phone calls will not be accepted. Quoters shall use the Open Market RFQ 70FBR626Q00000044 - FEMA Region VI IT Equipment identifier in all questions, correspondence, and quotation submissions. Questions regarding this RFQ are due no later than September 17, 2026, at 12:00 p.m. Central Time. Questions shall be submitted by email to the Contracting Officer, Destiny Dyson, at Destiny.Dyson@fema.dhs.gov. Questions submitted Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

after the deadline may not be answered. Oral questions or responses are not binding. Only written responses issued by the Contracting Officer are binding on the Government.

Quotations are due no later than September 23, 2026, at 12:00 p.m. Central Time. Quotations shall be submitted by email to the Contracting Officer, Destiny Dyson, at Destiny.Dyson@fema.dhs.gov. Quotations submitted by any other method may not be considered unless expressly authorized by the Contracting Officer.

Quoters are responsible for ensuring that quotations are received by the Contracting Officer by the due date and time. Late quotations may not be considered in accordance with applicable procedures.

For Dell laptop CLINs, offerors shall quote the exact configurations identified in the applicable attached manufacturer configuration sheets, including the listed hardware specifications and warranty/support packages, unless otherwise expressly authorized in writing by the Contracting Officer.

Partial deliveries are permitted, provided all required items are delivered no later than 70 calendar days after receipt of order. Partial delivery does not change the required final delivery date and does not constitute final acceptance of the order unless accepted by the Government. Manufacturer lead-time delays or backorders do not waive the required delivery date unless the Contracting Officer issues a written modification. Quoters should only quote items they reasonably expect to deliver within the required delivery period.

Clarification for CLIN 0001 and CLIN 0004: CLIN 0001 and CLIN 0004 require the same Dell Pro Max 16 configuration/specifications. Offerors shall use the Dell Pro Max 16 configuration sheet titled "Dell Pro Max 16 Plus (GIS) - CLIN 0001 and CLIN 0004" for both CLIN 0001 and CLIN 0004. CLIN 0001 quantity is 11 EA. CLIN

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0004 quantity is 15 EA. The difference between CLIN 0001 and CLIN 0004 is the quantity and intended use designation only. Quotations shall remain valid for 30 calendar days from the quotation due date.				
0001	Dell Pro Max 16 (MC16250) laptops Part number: (210-BPVL) Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Base laptop configuration Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	11	EA		
0002	Dell Pro Dock WD25 docking stations Part number: WD25 Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	11	EA		
0003	Dell Pro 16 Plus (PB16250) base laptops Part number: PB16250 Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	60	EA		
0004	Dell Pro Max 16 (MC16250) GIS Part number: MC16250 Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. GIS laptop configuration Product/Service Code: 7B22 Continued...	15	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)				
0005	Latitude 7350 Detachable Laptop Part number: 7350 Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	3	EA		
0006	Sharp PN-M432 43" UHD 4K Commercial Monitor Part number: MFR #PN-M432 Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	8	EA		
0007	Samsung HG65U8000 65_ 4K UHD Hospitality TV Part number: HG65U800FNFXZA Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	2	EA		
0008	Dell Pro 24" Pro USB-C Hub Monitor Part number: P2425DE Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	25	EA		
	Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Dell Pro 24" Monitor Part number: P2425D Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	25	EA		
0010	Dell 27" 4K Thunderbolt Hub Monitor Part number: P2725QE Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	21	EA		
0011	Dell 32" 4K Thunderbolt Hub Monitor Part number: P3225QE Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	14	EA		
0012	DIGITAL GRAPHICS ENGINE 1000 Part number: DGE-1000 Pricing shall be inclusive of shipping. The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE)	1	EA		
0013	Cisco Room Bar, TAA No Radio with table-stand Room Navi Part number: CS-BAR-K9++ Pricing shall be inclusive of shipping. Continued...	1	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The delivery terms are 70 calendar days After Receipt of Order. Product/Service Code: 7B22 Product/Service Description: IT AND TELECOM - COMPUTE: SERVERS (HARDWARE AND PERPETUAL LICENSE SOFTWARE) All quoted items shall match the brand name, model number, part number, configuration, and specifications identified for the applicable CLIN and any attachments to this RFQ. The awardee shall submit the invoice only after the Contracting Officer Representative has completed a successful inspection and formally accepted the delivered goods. Acceptance shall not be deemed to have occurred until such inspection confirms that the commodities meet all required specifications and quality standards. Payment terms shall be Net 30 days from the date of acceptance, not from the date of delivery or invoice receipt. FAR 52.212-3, Offeror Representations and Certifications, Commercial Products and Commercial Services (MAY 2025), is incorporated by reference. Offerors shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically in the System for Award Management. If the offeror has not completed the annual representations and certifications electronically in the System for Award Management, the offeror shall complete the full provision and submit it with its quotation.				

A - Solicitation/Contract Form

B - Supplies or Services/Prices

C - Description/Specifications

D - Packaging and Marking

E - Inspection and Acceptance

F - Deliveries or Performance

G - Contract Administration Data

Delivery Order Administration

Authorized Officials
(a) The FEMA Contracting Officer (CO) is the only person authorized to approve changes to, or modify, any requirements under the Order. If the Contractor makes any change at the direction of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any expenses incurred as a result of the unauthorized change.
Contracting Officer:
Name: Destiny Dyson
Address: 800 North Loop 288, Denton, TX 76258
Email: Destiny.Dyson@fema.dhs.gov
Contracting Officer's Representative (COR):
Name: Karina Aguilo
Email: Karina.Aguilo@fema.dhs.gov
(b) The Contractor shall submit requests for modification of this Order and other administrative requests to the CO and courtesy copy the COR.
(c) Contractual problems of any nature shall be addressed as soon as possible and in accordance with applicable law, regulation, and the terms and conditions of the Order. The problem resolution escalation sequence is as follows:

1. The initial point of contact for problem resolution is the Contracting Officer's Representative authorized to monitor performance; and
2. The Contracting Officer who awarded the Order.

(d) Requests for information regarding contractual matters, including explanation of terms, contract interpretation, changes, disputes, or matters affecting price, schedule, or delivery, shall be submitted to the CO. The CO is the only official authorized to modify the Order, terminate the Order, issue notices of termination, issue cure notices, or issue show cause notices.

Status Reporting

The Contractor shall provide status reports to the Contracting Officer's Representative at Karina.Aguilo@fema.dhs.gov only if there are delays, outstanding issues, warranty-related issues, delivery issues, or upon request by the Government.
Reports shall include, as applicable:

- Delivery status;
- Shipment tracking information;
- Outstanding issues;
- Warranty or replacement status;
- Corrective or resolution actions; and
- Estimated dates for completion or resolution.

Invoicing
Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when submitting a payment request. Payment requests (invoices) must be submitted electronically in PDF format to the FEMA Finance Center at FEMA-Finance-Vendor-Payments@fema.dhs.gov, Karina.Aguilo@fema.dhs.gov. A copy of the voucher must also be submitted electronically to the Contracting Officer (Destiny.Dyson@fema.dhs.gov). Paper vouchers will not be processed for payment. If the Contractor is unable to submit a payment request electronically, an alternative method may be mutually agreed upon by the Contractor, the Contracting Officer, and the payment office.

A proper invoice must include the following information:

- FEMA task order number, a 17-digit number starting with 70F, as shown on the award/order documentation;
- Contractor's name and address;
- Invoice date and invoice number;
- Contracting Officer's name and contact information;
- Contract line item number, if applicable;
- Description of supplies delivered;
- Quantity delivered;
- Unit price and extended price;
- Total invoice amount;
- Delivery date;
- Shipping or tracking information, if applicable;
- Unique Entity Identifier, if required;
- Remittance address; and
- Any other information required by the Contractor's GSA Schedule contract or the resulting Order.

style="color: #3d4551; background-color: #ffffff;">Warranty Requirements
(a) All equipment provided under this Order shall be new, genuine Original Equipment Manufacturer (OEM) products, unless otherwise expressly authorized in writing by the Contracting Officer.
(b) The Contractor shall provide the standard commercial manufacturer warranty for each item supplied under this Order. Warranty coverage shall begin no earlier than the date of Government acceptance, unless otherwise required by the applicable GSA Schedule contract or expressly approved by the Contracting Officer.
(c) If a manufacturer's warranty period is specified for an item in the Contractor's quotation, product documentation, or applicable GSA Schedule contract, the Contractor shall provide that warranty at no additional cost to the Government unless separately identified and accepted in the Order.
(d) For any item where the manufacturer's warranty period is not specified, the Contractor shall provide a minimum warranty period of one year from the date of Government acceptance.
(e) The Contractor shall provide warranty documentation, registration information, service entitlement information, serial numbers, and manufacturer support contact information upon delivery or upon request by the Government.
(f) During the applicable warranty period, the Contractor shall assist the Government in obtaining warranty

service, replacement, repair, or other manufacturer-supported remedies for defective or nonconforming items.
(g) Warranty service shall not limit any other rights or remedies available to the Government under the Order, the Contractor's GSA Schedule contract, or applicable Federal Acquisition Regulation provisions.

H - Special Contract Requirements

3003.907 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (the Recovery Act).

I - Contract Clauses

52.247-34 F.o.b. Destination. (JAN 1991)

AI Language

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

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

(A) perceive real and virtual environments;

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

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

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders, Commercial Products and Commercial Services March 2026

FAR 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders, Commercial Products and Commercial Services March 2026, is incorporated by reference.
The following clauses listed in FAR 52.212-5 are applicable to this order and are incorporated by reference to the extent not already included in the Contractor's GSA Multiple Award Schedule contract:

- FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards
- FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- FAR 52.219-6, Notice of Total Small Business Set-Aside
- FAR 52.219-28, Post-Award Small Business Program Rerepresentation
- FAR 52.222-3, Convict Labor
- FAR 52.222-19, Child Labor, Cooperation with Authorities and Remedies
- FAR 52.222-21, Prohibition of Segregated Facilities
- FAR 52.222-26, Equal Opportunity
- FAR 52.222-36, Equal Opportunity for Workers with Disabilities
- FAR 52.222-50, Combating Trafficking in Persons
- FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving
- FAR 52.225-5, Trade Agreements
- FAR 52.225-13, Restrictions on Certain Foreign Purchases
- FAR 52.232-33, Payment by Electronic Funds Transfer, System for Award Management
- FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors

In the event of a conflict between the terms and conditions of this order and the Contractor’s GSA Multiple Award Schedule contract, the Schedule contract shall control unless the order term is expressly authorized and consistent with applicable ordering procedures.

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

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date

K - Representations, Certifications, and Other Statements of Bidders

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)

L - Instructions, Conditions, and Notices to Bidders

FEMA Agency Protest Ombudsman Notice

FEMA has designated an Agency Protest Ombudsman to prepare the administrative report and written ruling on protests submitted to the Agency within 35 days of receipt, and to provide appellate review of the Contracting Officer's agency protest decision within 10 days, when requested by the appellant.
Agency Protest Ombudsman: Justin Gowdy
Email: justin.gowdy@fema.dhs.gov
Phone: 301-447-7281
Alternate Agency Protest Ombudsman: Alexis Gregory
Email: alexis.gregory@fema.dhs.gov
Phone: 301-447-1221
The Agency Protest Ombudsman is not authorized to modify the solicitation, change the terms of the resulting order, make award decisions, or bind the Government contractually.

52.204-7 System for Award Management-Registration. (NOV 2024) (Deviation AUG 2025)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation AUG 2025)

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:

Basis for Award
The Government intends to issue a firm-fixed-price purchase order resulting from this RFQ to the responsible small business quoter whose quotation conforms to the RFQ requirements and represents the lowest-priced, technically acceptable quotation.
This RFQ is being conducted as an open market total small business set-aside under NAICS 541519, Information Technology Value Added Resellers, with a small business size standard of 150 employees.
The Government will evaluate quotations using a lowest-priced, technically acceptable

methodology. Technical acceptability will be evaluated on an Acceptable/Unacceptable basis. Award will be made to the lowest-priced quotation determined to be technically acceptable. The Government will not make tradeoffs between price and non-price factors.
The Government may issue a purchase order without exchanges. The Government reserves the right to conduct exchanges if determined necessary by the Contracting Officer.
The Government intends to make one award for all required CLINs on an all-or-none basis. Partial quotations will not be accepted unless expressly permitted in the RFQ, and the Government does not intend to make multiple awards by individual CLIN.

Technical Acceptability
The Government will first evaluate each quotation to determine technical acceptability. To be considered technically acceptable, the quotation must meet all of the following requirements:

1. Be submitted by a responsible small business under NAICS 541519, Information Technology Value Added Resellers, with a size standard of 150 employees;
2. Quote all required line items;
3. Match the required brand name, model number, part number, and configuration for each line item;
4. Provide new equipment only, unless otherwise stated in the RFQ;
5. Confirm delivery FOB Destination within 70 calendar days after receipt of order;
6. Be an authorized reseller or distributor for all brand-name products quoted, including Dell, Cisco, Samsung, Sharp, Crestron, and associated peripheral equipment. The RFQ does not require the prime quoter to hold direct authorization from each named OEM, provided the quoter can demonstrate that it is an authorized reseller or distributor for the quoted brand-name products. Documentation from an OEM-authorized distributor confirming the product source and channel eligibility may satisfy the requirement, subject to the Government's review and verification. The Government reserves the right to determine whether the documentation is sufficient and to verify authorization directly with the OEM or distributor.;
7. Provide reseller, distributor, or manufacturer authorization documentation upon request by the Government Authorization documentation may include a current OEM authorization letter, OEM partner/reseller certification, or documentation from an OEM-authorized distributor or reseller confirming the product source and channel eligibility. The prime quoter may rely on suppliers, distributors, resellers, or other authorized channel partners to establish the authorized supply channel for individual product lines, provided the quotation identifies the applicable source, provides sufficient authorization documentation upon request, and the prime quoter remains responsible for performance of the entire purchase order. The Government reserves the right to determine whether the documentation submitted is sufficient and to verify authorization with the OEM, distributor, reseller, or other appropriate source;
8. Take no material exception to the RFQ terms and conditions;
9. Provide pricing for each contract line item and a total evaluated price; and
10. Submit a quotation that is complete and provides sufficient information for the Government to determine compliance with the RFQ requirements.
11. Quotations shall include, at a minimum:
    1. Unit price and extended price for each CLIN;
    2. Total evaluated price;
    3. Confirmation that all required items are new, genuine OEM products;
    4. Confirmation that all quoted items match the required brand name, model number, part number, configuration, and specifications;
    5. Confirmation of FOB Destination delivery within 70 calendar days after receipt of order;
    6. Applicable warranty/support information;
    7. Applicable FAR representations and certifications, including FAR 52.212-3 if not completed in SAM;
    8. Reseller, distributor, manufacturer, or authorized supply-channel documentation, if submitted with the quotation or requested by the Government; and
    9. Any other information necessary for the Government to determine compliance with the RFQ.

Quotations that fail to meet any of the technical acceptability requirements may be deemed technically unacceptable and may not be considered for award.

Price Evaluation
The Government will evaluate price only for quotations determined to be technically acceptable.
Price will be evaluated based on the total evaluated price for all required line items. The total evaluated price shall include all supplies, equipment, shipping, delivery, and any other costs necessary to fulfill the RFQ requirements.
Among technically acceptable quotations, the Government intends to make award to the quoter submitting the lowest total evaluated price.
The Government may reject a quotation if the price is incomplete, materially unbalanced, or otherwise inconsistent with the RFQ requirements.

Brand-Name Requirement
This procurement is a brand-name requirement for Dell, Cisco, Samsung, Sharp, Crestron, and associated peripheral equipment only, as identified in the schedule of supplies.
Quotations offering alternate brands, substitute models, or configurations that deviate from the RFQ requirements will not be considered unless expressly authorized in writing by the Contracting Officer.
The brand-name requirement is necessary to ensure compatibility with existing FEMA IT systems, standard imaging processes, asset management processes, interoperability requirements, and manufacturer support requirements.

Notice of Award
A written notice of award or acceptance of a quotation furnished to the successful quoter within the time for acceptance specified in the quotation shall result in a binding purchase order without further action by either party.
Before the quotation’s specified expiration time, the Government may accept a quotation, or part of a quotation, whether or not there are exchanges after receipt, unless a written notice of withdrawal is received before award.

(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)