

**REQUEST FOR PROPOSAL NUMBER: DACW33-03-R-0005**

**NATIONWIDE CONTRACT  
FOR BOTTLED WATER  
DURING PERIODS OF EMERGENCY**

**DECEMBER 17, 2002**

**DEPARTMENT OF THE ARMY  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 VIRGINIA ROAD  
CONCORD, MA 01742-2751**

<b>SOLICITATION, OFFER AND</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
					1   238
2. CONTRACT NO.	3. SOLICITATION NO. DACW33-03-R-0005	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 17 Dec 2002	6. REQUISITION/PURCHASE NO. 961316-2254- 0000	
7. ISSUED BY DEPT. OF THE ARMY NE DISTRICT, CORPS OF 696 VIRGINIA ROAD CONCORD MA 01742- 0774		CODE DACW33	8. ADDRESS OFFER TO (If other than Item 7)		CODE
		TEL: FAX:	<b>See Item</b>		TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
<b>SOLICITATION</b>					
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ the Contracting Division _____ until <u>04:30 PM</u> local time <u>03 Feb 2003</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME SHEILA M WINSTONVINCULLA	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 978-318-8159	C. E-MAIL ADDRESS Sheila.M.Winston@usace.army.mil		
<b>11. TABLE OF CONTENTS</b>					
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<b>OFFER (Must be fully completed)</b>					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
<b>AWARD (To be completed by</b>					
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (If other than Item _____) CODE		25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.					

Section B - Supplies or Services and Prices

**BASE YEAR PRICING**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONTINENTAL UNITED STATES (CONUS) BASE YEAR				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	BOTTLED WATER DELIVERED		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH			Days	\$ _____	\$ _____
	DRAYAGE				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					\$ _____ NSP _____
	ALASKA (ANCHORAGE & FAIRBANKS) BASE YEAR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					\$ _____NSP_____
	ALASKA (JUNEAU) BASE YEAR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					\$ _____ NSP _____
	HAWAII (OHAU & MAUI) BASE YEAR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ			Days	\$ _____	\$ _____
	DRY STORAGE (5 day minimum)				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK			Days	\$ _____	\$ _____
	DRAYAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					\$ _____NSP_____
	HAWAII (KAUAI) BASE YEAR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ			Days	\$ _____	\$ _____
	DRY STORAGE (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					\$ _____NSP_____
	GUAM BASE YEAR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AK			Days	\$ _____	\$ _____
	DRAYAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007					\$ _____ NSP _____
	PUERTO RICO BASE YEAR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	U.S. VIRGIN ISLANDS BASE YEAR				\$_____NSP_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AD			Liter	\$_____	\$_____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AE			Miles	\$_____	\$_____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AF			Hours	\$ _____	\$ _____

STANDBY TIME IN EXCESS OF FOUR HOURS

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AG			Miles	\$ _____	\$ _____

GROUND TRANSPORTATION OF GOVERNMENT  
FURNISHED BOTTLED WATER

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AH			Liter	\$ _____	\$ _____

LOADING OF GOVERNMENT FURNISHED BOTTLED  
WATER

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AJ			Days	\$ _____	\$ _____

DRY STORAGE TRAILER (5 day minimum)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AK			Days	\$ _____	\$ _____

DRAYAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009					\$ _____ NSP _____

NORTHERN MARIANA ISLANDS (SAIPAN)  
BASE YEAR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AF			Hours		\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED DRINKING WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010					\$ _____ NSP _____
	AMERICAN SAMOA (PAGO-PAGO & TUTUILA) BASE YEAR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011					\$ _____ NSP _____
	FEDERATED STATES OF MICRONESIA (POHNPEI) BASE YEAR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AK	DRAYAGE		Days	\$ _____	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	REPUBLIC OF MARSHALL ISLANDS (MAJURO) BASE YEAR				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AE			Miles	\$ _____	\$ _____
	ADDITIONAL GOUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	PARTNERING ACTIVITIES AND MEETINGS TO INCLUDE ALL TRAVEL AND PER DIEM BASE YEAR		Each		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	STRATEGIC PLANNING SERVICES TO INCLUDE ALL TRAVEL AND PER DIEM BASE YEAR		Each		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	BULK WATER BASE YEAR		Liter		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	RESTOCKING OF FEMA TERRITORIAL LOGISTICS CENTER (TLC) BASE YEAR				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AA	3 CONUS LOCATIONS		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AB	OCONUS - HAWAII		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AC	OCONUS - GUAM		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AD	OCONUS - PUERTO RICO		Liter	\$ _____	\$ _____

**OPTION YEAR 1 PRICING**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	CONTINENTAL UNITED STATES (CONUS) OPTION YEAR 1				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA			Liter	\$ _____	\$ _____

BOTTLED WATER DELIVERED

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB			Liter	\$ _____	\$ _____

UNLOADING AT DELIVERY SITE BY CONTRACTOR

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC			Miles	\$ _____	\$ _____

ADDITIONAL GROUND MILEAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD			Hours	\$ _____	\$ _____

STANDBY TIME IN EXCESS OF FOUR HOURS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE			Miles	\$ _____	\$ _____

GROUND TRANSPORTATION OF GOVERNMENT  
FURNISHED BOTTLED WATER

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF			Liter	\$ _____	\$ _____

LOADING OF GOVERNMENT FURNISHED BOTTLED  
WATER

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AH			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002					\$ _____ NSP _____
	ALASKA (ANCHORAGE & FAIRBANKS) OPTION YEAR 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD			Liter	\$ _____	\$ _____

UNLOADING AT DELIVERY SITE BY CONTRACTOR

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AE			Miles	\$ _____	\$ _____

ADDITIONAL GROUND MILEAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AF			Hours	\$ _____	\$ _____

STANDBY TIME IN EXCESS OF FOUR HOURS

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AG			Miles	\$ _____	\$ _____

GROUND TRANSPORTATION OF GOVERNMENT  
FURNISHED BOTTLED WATER

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AH			Liter	\$ _____	\$ _____

LOADING OF GOVERNMENT FURNISHED BOTTLED  
WATER

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AJ			Days	\$ _____	\$ _____

DRY STORAGE TRAILER (5 day minimum)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AK			Days	\$ _____	\$ _____
	DRAYAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003					\$ _____ NSP _____
	ALASKA (JUNEAU) OPTION YEAR 1				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	HAWAII (OHAU & MAUI) OPTION YEAR 1				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____ -

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____ -

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNEMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AJ			Days	\$ _____	\$ _____
	DRY STORAGE (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005					\$ _____ NSP _____
	HAWAII (KAUAI) OPTION YEAR 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AJ			Days	\$ _____	\$ _____
	DRY STORAGE (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006					\$ _____ NSP _____
	GUAM OPTION YEAR 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED DRINKING WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	PUERTO RICO OPTION YEAR 1				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AA	BOTTLED WATER DELIVERED & UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AH	LOADING OF GOVERNMENT FURNISHED BOTTLED		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AK			Days	\$ _____	\$ _____
	DRAYAGE				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008					\$ _____ NSP _____
	U.S. VIRGIN ISLANDS OPTION YEAR 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	NORTHERN MARINIA ISLANDS (SAIPAN) OPTION YEAR 1				\$ _____NSP_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED DRINKING WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AK			Days	\$ _____	\$ _____
	DRAYAGE				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	AMERICAN SOMOA (PAGO-PAGO & TUTUILA) OPTION YEAR 1				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AE	ADDITIONAL GOUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011					\$ _____ NSP _____
	FEDERATED STATES OF MICRONESIA (POHNPEI) OPTION YEAR 1				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012					\$ _____ NSP _____
	REPUBLIC OF MASHALL ISLANDS (MAJURO) OPTION YEAR 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013			Each		\$ _____ TBN _____
	PARTNERING ACTIVITIES AND MEETINGS TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	STRATEGIC PLANNING SERVICES TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 1		Each		\$_____TBN_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015	BULK WATER		Liter		\$_____TBN_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016	RESTOCKING OF FEMA TERRITORIAL LOGISTICS CENTER (TLC) OPTION YEAR 1				\$_____NSP_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016AA	3 CONUS LOCATIONS		Liter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016AB	OCONUS - HAWAII		Liter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016AC	OCONUS - GUAM		Liter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016AD			Liter	\$ _____	\$ _____

OCONUS - PUERTO RICO

**PRICING OPTION YEAR 2**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001					\$ _____ NSP _____

CONTINENTAL UNITED STATES (CONUS)  
OPTION YEAR 2

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA			Liter	\$ _____	\$ _____

BOTTLED WATER DELIVERED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB			Liter	\$ _____	\$ _____

UNLOADING AT DELIVERY SITE BY CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC			Miles	\$ _____	\$ _____

ADDITIONAL GROUND MILEAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD			Hours	\$ _____	\$ _____

STANDBY TIME IN EXCESS OF FOUR HOURS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AG			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AH			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002					\$ _____ NSP _____
	ALASKA (ANCHORAGE & FAIRBANKS) OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	ALASKA (JUNEAU) OPTION YEAR 2				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	HAWAII (OHAU & MAUI) OPTION YEAR 2				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AD			Liter	\$ _____	\$ _____

UNLOADING AT DELIVERY SITE BY CONTRACTOR

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AE			Miles	\$ _____	\$ _____

ADDITIONAL GROUND MILEAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AF			Hours	\$ _____	\$ _____

STANDBY TIME IN EXCESS OF FOUR HOURS

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AG			Miles	\$ _____	\$ _____

GROUND TRANSPORTATION OF GOVERNMENT  
FURNISHED BOTTLED WATER

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AH			Liter	\$ _____	\$ _____

LOADING OF GOVERNMENT FURNISHED BOTTLED  
WATER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AJ			Days	\$ _____	\$ _____

DRY STORAGE (5 day minimum)

—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AK			Days	\$ _____	\$ _____
	DRAYAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005					\$ _____ NSP _____
	HAWAII (KAUAI) OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AJ			Days	\$ _____	\$ _____
	DRY STORAGE (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006					\$_____NSP_____
	GUAM OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AA			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AB			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AC			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AD			Liter	\$_____	\$_____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AE			Miles	\$_____	\$_____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED DRINKING WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007					\$ _____ NSP _____
	PUERTO RICO OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008					\$ _____NSP_____
	U.S. VIRGIN ISLANDS OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AA			Liter	\$ _____	\$ _____

BOTTLED WATER DELIVERED AND UNLOADED  
BY GROUND TRANSPORTATION

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AB			Liter	\$ _____	\$ _____

BOTTLED WATER DELIVERED AND UNLOADED  
BY AIR TRANSPORTATION

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AC			Liter	\$ _____	\$ _____

BOTTLED WATER DELIVERED AND UNLOADED  
BY OCEAN TRANSPORTATION

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AD			Liter	\$ _____	\$ _____

UNLOADING AT DELIVERY SITE BY CONTRACTOR

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AE			Miles	\$ _____	\$ _____

ADDITIONAL GROUND MILEAGE

-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009					\$ _____ NSP _____
	NORTHERN MARIANA ISLANDS (SAIPAN) OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED DRINKING WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum) FFP				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010					\$ _____ NSP _____
	AMERICAN SAMOA (PAGO-PAGO & TUTUILA) OPTION YEAR 2				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED OCEAN TRANSPORTATION				
				BY	-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010AK			Days	\$ _____	\$ _____
	DRAYAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011					\$ _____ NSP _____
	FEDERATED STATES OF MICRONESIA (POHNPEI)				
	OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED				
	BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED				
	BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED				
	BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AK			Days	\$ _____	\$ _____
	DRAYAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012					\$_____NSP_____
	REPUBLIC OF MARSHALL ISLANDS (MAJURO) OPTION YEAR 2				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AA			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AB			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED TRANSPORTATION BY AIR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AC			Liter	\$_____	\$_____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AD			Liter	\$_____	\$_____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AE			Miles	\$ _____	\$ _____
	ADDITIONAL GOUND MILEAGE				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	PARTNERING ACTIVITIES AND MEETINGS TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 2		Each		\$_____TBN_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014	STRATEGIC PLANNING SERVICES TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 2		Each		\$_____TBN_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015	BULK WATER OPTION YEAR 2		Liter		\$_____TBN_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016	RESTOCKING OF FEMA TERRITORIAL LOGISTICS CENTER (TLC) OPTION YEAR 2			\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016AA	3 CONUS LOCATIONS		Liter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016AB	OCONUS - HAWAII		Liter	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016AC	OCONUS - GUAM		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016AD	OCONUS - PUERTO RICO		Liter	\$ _____	\$ _____

**PRICING OPTION YEAR 3**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	CONTINENTAL UNITED STATES (CONUS) OPTION YEAR 3				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA	BOTTLED WATER DELIVERED		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AF			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AG			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AH			Days	\$ _____	\$ _____
	DRAYAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002					\$ _____ NSP _____
	ALASKA (ANCHORAGE & FAIRBANKS) OPTION YEAR 3				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AK			Days	\$ _____	\$ _____
	DRAYAGE				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003					\$ _____ NSP _____
	ALASKA (JUNEAU) OPTION YEAR 3				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004					\$ _____ NSP _____
	HAWAII (OHAU & MAUI) OPTION YEAR 3				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				
					-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AJ			Days	\$ _____	\$ _____
	DRY STORAGE (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005					\$ _____NSP_____
	HAWAII (KAUAI) OPTION YEAR 3				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AJ	DRY STORAGE (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	GUAM OPTION YEAR 3				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED DRINKING WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	PUERTO RICO OPTION YEAR 3				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	U.S. VIRGIN ISLANDS OPTION YEAR 3				\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	NORTHERN MARIANA ISLANDS (SAIPAN) OPTION YEAR 3				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED DRINKING WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010					\$ _____ NSP _____
	AMERICAN SAMOA (PAGO-PAGO & TUTUILA) OPTION YEAR 3				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	FEDERATED STATES OF MICRONESIA (POHNPEI) OPTION YEAR 3				\$ _____NSP_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	REPUBLIC OF MARSHALL ISLANDS (MAJURO) OPTION YEAR 3				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AE	ADDITIONAL GOUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013	PARTNERING ACTIVITIES AND MEETINGS TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 3		Each		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014	STRATEGIC PLANNING SERVICES TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 3		Each		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015	BULK WATER OPTION YEAR 3		Liter		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016	RESTOCKING OF FEMA TERRITORIAL LOGISTICS CENTER (TLC) OPTION YEAR 3				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016AA	3 CONUS LOCATIONS		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016AB	OCONUS - HAWAII		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016AC	OCONUS - GUAM		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016AD	OCONUS - PUERTO RICO		Liter	\$ _____	\$ _____

**PRICING OPTION YEAR 4**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	CONTINENTAL UNITED STATES (CONUS) OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AA	BOTTLED WATER DELIVERED		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AB	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AC	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AD	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AE	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AF	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AG	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AH	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002	ALASKA (ANCHORAGE & FAIRBANKS) OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002AK	DRAYAGE FFP		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003	ALASKA (JUNEAU) OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AD	UNLOADING AT DELIVERY STIE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	HAWAII (OHAU & MAUI) OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AJ			Days	\$ _____	\$ _____
	DRY STORAGE (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005					\$ _____ NSP _____
	HAWAII (KAUAI) OPTION YEAR 4				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AJ	DRY STORAGE (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006	GUAM OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED DRINKING WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007	PUERTO RICO OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008	U.S. VIRGIN ISLANDS OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009	NORTHERN MARIANA ISLANDS (SAIPAN) OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AC			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AD			Liter	\$ _____	\$ _____
	UNLOADING AT DELIVERY SITE BY CONTRACTOR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AE			Miles	\$ _____	\$ _____
	ADDITIONAL GROUND MILEAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AF			Hours	\$ _____	\$ _____
	STANDBY TIME IN EXCESS OF FOUR HOURS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AH	LOADING OF GOVERNMENT FURNISHED DRINKING WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010	AMERICAN SAMOA (PAGO-PAGO & TUTUILA) OPTION YEAR 4			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011	FEDERATED STATES OF MICRONESIA (POHNPEI) OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AA	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AB	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AE	ADDITIONAL GROUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AG			Miles	\$ _____	\$ _____
	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AH			Liter	\$ _____	\$ _____
	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AJ			Days	\$ _____	\$ _____
	DRY STORAGE TRAILER (5 day minimum)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AK			Days	\$ _____	\$ _____
	DRAYAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012					\$ _____ NSP _____
	REPUBLIC OF MARSHALL ISLANDS (MAJURO) OPTION YEAR 4				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AA			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY GROUND TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AB			Liter	\$ _____	\$ _____
	BOTTLED WATER DELIVERED AND UNLOADED BY AIR TRANSPORTATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AC	BOTTLED WATER DELIVERED AND UNLOADED BY OCEAN TRANSPORTATION		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AD	UNLOADING AT DELIVERY SITE BY CONTRACTOR		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AE	ADDITIONAL GOUND MILEAGE		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AF	STANDBY TIME IN EXCESS OF FOUR HOURS		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AG	GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER		Miles	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AH	LOADING OF GOVERNMENT FURNISHED BOTTLED WATER		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AJ	DRY STORAGE TRAILER (5 day minimum)		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012AK	DRAYAGE		Days	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5013	PARTNERING ACTIVITIES AND MEETINGS TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 4		Each		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5014	STRATEGIC PLANNING SERVICES TO INCLUDE ALL TRAVEL AND PER DIEM OPTION YEAR 4		Each		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5015	BULK WATER OPTION YEAR 4		Liter		\$ _____ TBN _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5016	RESTOCKING OF FEMA TERRITORIAL LOGISTICS CENTER (TLC) OPTION YEAR 4				\$ _____ NSP _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5016AA	3 CONUS LOCATIONS		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5016AB	OCONUS - HAWAII		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5016AC	OCONUS - GUAM		Liter	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5016AD	OCONUS - PUERTO RICO		Liter	\$ _____	\$ _____

## Section C

### Statement of Work For Bottled Water

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**APPENDICES:**

**APPENDIX A, Water Delivery Information Form**

**APPENDIX B, Dry Storage Information Form**

**APPENDIX C, Drayage Information Form**

## C.1 GENERAL

**C.1.1 Background:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.)(88 Stat. 143)(The Stafford Act), authorizes the President (FEMA per Executive Order 12673) to provide financial and other forms of assistance to state and local governments, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following presidentially declared major disasters and emergencies. The Federal Response Plan (FRP), a signed agreement among 27 federal departments and agencies, including the American Red Cross, describes the mechanism and structure by which the federal government mobilizes resources and conducts activities to address the consequences of any major disaster or emergency that overwhelms the capabilities of state and local governments. The FRP organizes the types of federal response assistance that a state or local government is most likely to need under the 12 Emergency Support Functions (ESF's), each of which has a designated primary agency. DOD has the responsibility for ESF 3, Public Works and Engineering, and has designated the U. S. Army Corps of Engineers (USACE) as its operating agent for ESF 3 planning, preparation, and response. One of the typical missions under ESF 3 is to provide for humanitarian support (i.e., Potable Water). USACE fulfills requirements for water at disaster locations first by utilizing bottled water stored from previous disasters, donated water, and bottled or bulk water supplied by other federal agencies. If water from these sources is inadequate to meet required quantities of water, USACE may be tasked to purchase additional water.

**C.1.2 Purpose:** The primary purpose of this contract is to provide bottled water, to include transportation, loading and unloading, drayage, additional ground mileage, dry storage trailers, etc., to sites in the 48 States and the District of Columbia in the Continental United States (CONUS) and to sites Outside the Continental United States (OCONUS) in the States of Alaska and Hawaii, Puerto Rico, the U. S. Virgin Islands, Guam, the Northern Mariana Islands, American Samoa, the Federated States of Micronesia, and the Republic of the Marshall Islands. The contract also includes requirements for participation in Partnering efforts and provision of Strategic Planning Services.

**C.1.3 Utilization:** The U. S. Army Corps of Engineers will utilize this contract for its purchase requirements for bottled water, to include supporting items and services identified in **C.1.2**, in performance of its ESF 3 responsibilities for man-made or natural emergency or disaster response and recovery activities under the FRP. The Government reserves the right, for purchase requirements OCONUS, to purchase bottled water using the Contract Line Item Number (CLIN) for CONUS and have the bottled water delivered to points of embarkation for further transportation to OCONUS locations by the Government. The Government also reserves the right, at its discretion, to utilize this contract for other bottled or bulk water requirements.

**C.1.4 Release of Information:** Neither the Contractor nor the Contractor's representatives shall release any report, data, specification, photograph, cost estimate, nor other information in any form obtained or prepared under this contract without prior specific written approval of the Contracting/Ordering Officer.

**C.1.5 Contract Period:** This contract shall be for a base period from April 1, 2003 through March 31, 2004. At the option of the Government, the contract period may be extended in one-year increments up to four (4) times. If exercised, the optional performance periods will be as follows:

- Option 1 - April 1, 2004 through March 31, 2005
- Option 2 - April 1, 2005 through March 31, 2006
- Option 3 - April 1, 2006 through March 31, 2007
- Option 4 - April 1, 2007 through March 31, 2008

**C.1.6 Conversion Factor for Gallons to Liters:** For this contract, the conversion factor for converting gallons to liters shall be 1 gallon equals 3.79 liters.

## C.2 GENERAL PERFORMANCE REQUIREMENTS

The paragraphs in Section C.2 describe the performance requirements of this contract for which there are no Contract Line Item Numbers (CLINs) in Section B – Supplies or Services and Prices, and for which no separate payment will be made.

**C.2.1 Contractor Performance:** The Contractor is responsible for performing all management, supervision and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract. Time is of the essence in performance of this contract, as this water is required to sustain life in the aftermath of disasters that have or will disrupt the normal source of water supply in the disaster location. Therefore, this contract requires immediate response, with timely production, delivery, and reporting by the Contractor. The Contractor may be required to respond to simultaneous disasters with deliveries to multiple sites for each disaster. In performing this contract, the Contractor shall cooperate fully with public officials and other contractors in emergency and disaster response and recovery operations.

**C.2.2 Continuous Liaison with the Government:** Beginning on the date of award of this contract, the Contractor shall be continuously available to the Government's representatives for response to requests for information, receipt of delivery orders, discussion of contract performance, and other contract administration activities. To fulfill this requirement, within four (4) hours of receipt of the Notice of Award of this contract (unless a different period is allowed by the Contracting Officer), the Contractor shall:

- a. Provide the names, job titles, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours, of a senior manager within the Contractor's organization, and a minimum of one similarly qualified alternate, available on a 24-hour, 7 days-a-week basis, to serve as continuously available liaison with the Government.
- b. Submit an Organization Chart consisting of a wiring diagram displaying lines of authorities and assigned responsibilities within the contractor's organization relative to the performance and administration of this contract. The Organization Chart shall include names, position/job titles, contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours, and a description of each person's responsibilities under this contract.

The Contractor shall submit the above information to the Contracting Officer by facsimile, email and regular mail. During the contract period, including any optional performance periods, the Government shall be notified immediately, by facsimile, email and regular mail, of any changes regarding the designated liaisons or in the Organization Chart.

**C.2.3 Communication and Information Management:** The Contractor shall have and use MS Office 2000 Professional software including Word, Excel, PowerPoint, and Access; and either Netscape Navigator or Microsoft Internet Explorer browser software to access email in performance of work under this contract. Unless authorized in writing by the Ordering Officer, the software is not to be upgraded to a newer version. In addition, the Contractor shall have, and use in the performance of the work, facsimile machines, cellular telephones, pagers and electronic mail usable throughout the geographic performance areas identified in this contract.

**C.2.4 Quality Control and Quality Assurance:** The Contractor is responsible for controlling the quality of supplies provided or services performed under this contract and tendering to the Government for acceptance only those supplies or services that conform with the requirements of this contract. In addition, the Contractor must ensure and maintain substantiating evidence that vendors or suppliers of raw materials, parts, components, etc., have an acceptable quality control system and that the supplies or services conform to contract quality requirements, and furnish such information to the Government as required. Contract Clause 52.246-2 requires the Contractor to provide and maintain an inspection system acceptable to the Government covering supplies provided under this contract. The Contractor shall submit a Quality Control Plan, to include a complete description of the inspection system as described in Clause 52.246-2, to the Contracting Officer for review and approval within five (5) calendar days from award of the contract.

**C.2.4.1 Water Certification and Testing Results:** The Contractor must maintain an inspection system that ensures the quality of bottled water to be provided under this contract. This requirement shall be satisfied by the Contractor obtaining copies of applicable certificates, licenses, notifications, permits, appraisals, and inspection reports; annual chemical, physical and radiological analysis of source water; and results of any other testing of source water and bottled water from each bottled water producer from which bottled water is to be purchased under this contract. The Contractor shall maintain these records throughout the term of this contract. The Contracting/Ordering Officer may request the Contractor to provide copies of this data on any or all bottled water subcontractors, at any time during the term of this contract. When requested, the Contractor shall provide this data within six (6) hours of such request by facsimile, email, or other means, unless the Contracting/Ordering Officer authorizes a different time period.

**C.2.5 Management and Operations:** The Contractor is responsible for providing all management and operations sufficient to meet the requirements specified in delivery orders, including, but not limited to, obtaining water, bottles, caps, labels, packaging, loading, transportation to delivery sites, unloading, quality control, strategic planning, partnering and reporting on all matters related to the contract.

**C.2.6 Contractor's Operations Manager:** In addition to the overall responsibility for management and operations, not later than four (4) hours after issuance of a Delivery Order for delivery of Bottled Water or any of the other requirements of this contract, the Contractor shall, by facsimile, email and regular mail, provide to the Contracting/Ordering Officer the name, job/position title, and contact information (email addresses and telephone, pager and facsimile numbers) of an Operations Manager knowledgeable in all facets of the Contractor's operation relative to the requirements of this contract. The Operations Manager would serve as liaison between the Contracting/Ordering Officer and the Contractor's senior management on issues related to performance and administration of Delivery Orders. The Operations Manager shall have authority to act on behalf of the Contractor's senior management, to make any and all decisions required during performance of Delivery Orders, and shall have the authority to sign all contractual documents related to Delivery Orders. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week and shall be able to immediately contact the Contractor's senior management, via electronic means (e-mail capabilities, cell phone and fax machine). Computer software utilized by the Operations Manager shall comply with the requirements of paragraph C.2.3. The Contracting/Ordering Officer will not require constant presence of the Operations Manager at the Emergency Response and Recovery Office (ERRO), or other location specified by the Government, but the Operations Manager shall be physically capable of responding to the ERRO within thirty (30) minutes of notification. The Contractor is responsible for establishing its own office and providing all related communication and office equipment required to support the activities of the Operations Manager. The Operations Manager will be required until all deliveries of bottled water ordered under this contract for a specific disaster response are delivered or until the Contracting/Ordering Officer determines there is no longer a need for the Operations Manager.

**C.2.7 Performance Reporting:** Reporting on the status of the Contractor's performance is of extreme importance during disaster response and recovery. To ensure the Government has the ability to track production and transportation of water and report on performance in a timely manner, the Contractor shall report on the status of performance under Delivery Orders in accordance with the following paragraphs.

**C.2.7.1 Internet-Based Tracking and Reporting System:** The Contractor shall establish and maintain a password protected, internet-based tracking and reporting system accessible to authorized government personnel. This system will contain the information necessary for the Government to coordinate deliveries and track the progress on all Delivery Orders. This system shall be maintained continuously during the performance of Delivery Orders to reflect real time information. This system will include the following information:

- a. Contract number;
- b. Delivery Order number;
  1. Date of issue;
  2. Quantity or service ordered;
  3. Required delivery or performance dates;

- c. Names and addresses of water suppliers;
  - 1. Quantity of water to be provided from each supplier;
- d. Names and addresses of transportation companies;
  - 1. Carrier names and Identification Number for each truck, airplane and ship that will transport water from suppliers to specified delivery sites, airports and seaports;
  - 2. Quantity of water being transported by each truck, airplane and ship;
  - 3. Scheduled delivery location including points of embarkation when transporting water by air or sea;
  - 4. Estimated and actual dates and times of all deliveries, total quantity of water delivered, and any other information required by the Government.

Within fifteen (15) calendar days from the date of contract award the Contractor shall submit, for the review and approval of the Contracting Officer, a description of the internet-based system including a schedule for development, testing and full implementation. The system shall be fully implemented within sixty (60) calendar days from the date of contract award. Implementation will include a requirement for the Contractor to provide to the Contracting Officer, an electronic version of an instruction manual detailing how to access and use the system. Meetings will be held, as are deemed necessary, to discuss issues relative to the content and operation of this system.

**C.2.7.2 Interim Manual Reporting Procedures:** Should a Delivery Order for Bottled Water be issued under this contract prior to the implementation of the internet-based reporting and tracking system described above, the Contractor will be required to provide manual reports, with the information to be included in the internet-based system, every four (4) hours until all deliveries are completed. While utilizing manual reporting procedures, the information to be reported and the schedule for reporting may be revised by the Contracting/Ordering Officer, as appropriate. If, after implementation of the internet-based reporting and tracking system, there is a system failure during the performance of a Delivery Order, the Contractor is required to immediately convert to a manual reporting system with reports submitted every four (4) hours until the internet-based system is again operable or until all deliveries are completed, unless a different timeframe is provided by the Contracting/Ordering Officer.

**C.2.8 Use of Local Firms and Individuals:** In order to meet the intent of the Stafford Act, the Contractor, in performance of Delivery Orders issued under this contract, shall give preference, to the extent feasible and practicable, in meeting its subcontracting and hiring requirements with those organizations, firms, and individuals residing or doing business primarily in the area affected by the disaster. The Contractor will be required to submit daily reports on subcontracting and hiring in the disaster area until or unless the Contracting/Ordering Officer specifies a different reporting period.

**C.2.9 Safety and Health Program:** The Contractor is required to develop, implement and maintain a Safety and Health Program covering all activities under this contract that complies with Occupational Safety and Health Administration (OSHA) standards and the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in print on the date of issuance of the solicitation for this contract. The Contractor shall, within sixty (60) calendar days from award of the contract, submit to the Contracting Officer the Accident Prevention Plan as required by EM 385-1-1, Appendix A, that covers all activities to be performed under this contract.

**C.2.10 Contract Submittals:** Upon award of this contract, the Contractor shall submit the information required under paragraphs C.2.2, C.2.4, C.2.7.1 and C.2.9 to the Contracting Officer within the specified timeframes.

<u>Paragraph</u>	<u>Description</u>	<u>Due From Contract Award</u>
C.2.2	Liaison Personnel/Organization Chart	Within 4 hours
C.2.4	Quality Control Plan	Within 5 calendar days

- C.2.7.1 Reporting/Tracking System
  - a. System Description Within 15 calendar days
  - b. Electronic Instruction Manual Within 60 calendar days
- C.2.9 Accident Prevention Plan Within 60 calendar days

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 696 Virginia Road  
 Concord, MA 01742-2751

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 Facsimile (Fax) Number: (978) 318-8207

The Contractor will be advised, in writing, of any change in the Contracting Officer or the information provided above.

**C.2.11 Delivery Order Submittals:** Upon issuance of Delivery Orders, the Contractor shall submit the information required under paragraphs C.2.6, C.2.7.2, and C.2.8, within the specified timeframes.

<u>Paragraph</u>	<u>Description</u>	<u>Due From Delivery Order Issue</u>
C.2.6	Contractor Operations Manager	Within 4 hours
C.2.7.2	Manual Performance and Tracking Reports	Every 4 hours until internet-based reporting system is operable or until all deliveries are completed
C.2.8	Report of Local Subcontracting and Hiring	Within 4 hours

Delivery Orders will provide the name, mailing address, email address, and facsimile (fax) number for the appropriate Contracting/Ordering Officer. The Contracting/Ordering Officer at the ordering District will send a copy of all Delivery Orders to the Contracting Officer at New England District.

**C.2.12 Timely Delivery and Start of Service:** Times of issuance of delivery orders, and times specified for delivery and start of service in delivery orders will be expressed in local time at delivery sites. Unless stated in the delivery order, the time of issuance of the delivery order shall be considered to be 11:59 p.m., on the date of issue. The times of deliveries and starts of service will be determined as the Time-In and Date-In recorded on "Water Delivery Information," "Dry Storage Information," and "Drayage Information" forms. Deliveries and starts of service will be considered timely if made at the specified delivery site within 2 hours before or after the time specified for delivery in the delivery order. The Contractor may attempt delivery and start of service and attempt to obtain acknowledgement of deliveries and starts of service before and after the time periods allowed, however, the Government is not obligated to have an on-site representative available outside of those time periods.

**C.2.12.1 Early Deliveries and Starts of Service:** In its discretion, the Government may allow early delivery or start of service before the specified time period for timely delivery, or may direct that deliveries or starts of service be made only within the time allowed.

**C.2.12.2 Late Deliveries and Starts of Service:** In the event of delivery or start of service after the time period specified for timely delivery, the Government, at its sole discretion, may allow such a delivery or start of service.

### **C.3 PERFORMANCE REQUIREMENTS**

The paragraphs in Section C.3 provide information on the content of Delivery Orders and describe the performance requirements of this contract for which there are Contract Line Item Numbers (CLINs) included in Section B – Supplies or Services and Prices, and for which payment will be made to the Contractor.

**C.3.1 Issuance of Delivery Orders:** Work under this contract will be ordered by issuance of oral and written Delivery Orders to the Contractor by the Contracting/Ordering Officer. When oral orders are issued, the Contracting/Ordering Officer shall issue a written Delivery Order confirming the oral order within twenty-four (24) hours. Written Delivery Orders will be provided to the Contractor by electronic mail or facsimile and by regular mail. The Contractor shall perform all work ordered within the time specified in such Delivery Orders, in compliance with all terms and conditions of this contract. All Delivery Orders will identify:

- a. Specific Contract Line Item Numbers (CLINs) that are being ordered, to include quantities and pricing as reflected in Section B of this contract or as negotiated and agreed to prior to issuance of the Delivery Order;
- b. Date and time of the issuance of the order in the local time at the delivery or performance site;
- c. Address of Site(s) for delivery or performance of services, including description of site(s);
- d. Date(s) and time(s) for delivery or performance of services;
- e. Description of equipment and or personnel provided by the Government for unloading at the delivery site(s), if applicable;
- f. Name(s) and telephone number(s) of the Government's point(s) of contact;
- g. Name and telephone numbers of the Contracting Officer's Representative (COR), if applicable;
- h. Name, mailing and email addresses, facsimile (fax) number, and telephone number of the Contracting/Ordering Officer for use by the Contractor in submitting the information required in paragraphs **C.2.6**, **C.2.7.2** and **C.2.8**; and
- i. Name and address to which invoices shall be submitted.

In addition to the above, Delivery Orders will include specific additional information as stated in the following paragraphs and any other information determined by the Contracting/Ordering Officer to be necessary.

### **C.3.2 PARTNERING AND STRATEGIC PLANNING SERVICES**

**C.3.2.1 Delivery Orders for Partnering and Strategic Planning Services:** Delivery Orders for Partnering Activities and Strategic Planning Services will identify:

- a. Date and time the work is required to begin and anticipated duration;
- b. Number and identity (if determined necessary) of individuals performing for the contractor;  
and
- c. An estimated amount for travel and per diem costs.

**C.3.2.2 Partnering Activities and Meetings:** The Government will be utilizing a partnered approach in administering this contract. To that extent, the Government will be seeking feedback and lessons learned from the Contractor on specific disaster responses that can be considered for making changes to the contract and/or changes in activities by the Government in structuring and administering Delivery Orders that would facilitate improvements in time required

for or cost of performance under this contract. Provision of feedback and submission of written lessons learned are considered an overhead cost for which no separate payment will be made. In addition to requests for feedback and submission of lessons learned, the Government may require the Contractor to (1) participate in meetings with USACE at various locations to discuss specific issues related to the water mission; these meetings could also include the Federal Emergency Management Agency (FEMA) and other federal, state or local agencies involved in developing requirements and/or performing the water mission under the FRP; (2) participate in development of and conduct of training courses/exercises for the Water Planning and Response Teams (PRTs); (3) participate in disaster response exercises or performance review meetings during and after a disaster response with any USACE Division or District, HQUSACE, etc.; (4) develop presentations, handouts, training materials, etc. either as a part of the Contractor's participation/attendance at these meetings or to provide to the Government for their use; or (5) perform other activities not specifically identified herein. Prior to issuance of a Delivery Order for these services, the Government will negotiate with the Contractor the estimated number of days required for performance, the location where these services will be performed, the number and identity of the Contractor representative(s) that will provide these services, the start and ending times and dates of meetings to be attended, the start and ending dates of the services, and any other issues that may apply to each requirement. If the Contractor is required to travel to perform these services, an amount will be agreed upon for estimated round trip travel and per diem costs, as described in paragraph C.3.2.4, for each day these services are not being performed in the Contractor's office.

**C.3.2.3 Strategic Planning Services:** The Government's response to disasters may require additional coordination with the Contractor relative to overall contract performance and strategic planning for disaster response and recovery activities related to bottled and bulk water, to include providing support to USACE members responsible for providing Technical Assistance to state and local governments or other federal agencies relative to Water issues. In performance of these services, the Contractor shall provide a senior manager in the Contractor's organization, experienced with the work covered by this contract. This senior manager shall have full access to the Contractor's communication and information management resources required to perform this contract. The Government may require the Contractor to provide these services by either participation in telephone conference calls from their office or face-to-face meetings with USACE at various locations, or a combination of both and may require that these services be performed simultaneously at various locations. Prior to issuance of a Delivery Order for these services, the Government will negotiate with the Contractor the estimated number of days required for performance, the location where these services will be performed, the number and identity of the Contractor representative(s) that will provide these services, the hours during each day that the Contractor representative is to be available to provide these services, and any other issues that may apply to each requirement. If the Contractor is required to travel to perform these services, an amount will be agreed upon for estimated round trip travel and per diem costs, as described in paragraph C.3.2.4, for each day these services are not being performed in the Contractor's office.

**C.3.2.4 Travel and Per Diem for Partnering and Strategic Planning Services:** If Contractor personnel are required to travel to perform activities described in paragraphs C.3.2.2 and C.3.2.3, an amount will be included in the Delivery Order to cover estimated travel costs. Travel costs are limited to coach airfare and round trip transportation costs (taxi, shuttle, etc.) between airports and locations services are to be performed, or mileage if travel is by automobile. Mileage to be reimbursed is the round trip mileage between the Contractor's Office and the location identified in Delivery Orders for performance of services described in paragraphs C.3.2.2 and C.3.2.3. Mileage and per diem rates will not exceed that allowed for the performance location by the Department of Defense Joint Travel Regulations (JTR) in effect at the time the travel or services are performed. Rental cars are not authorized during performance of travel and will not be reimbursed unless specifically approved and authorized by the Contracting/Ordering Officer in the Delivery Order.

**C.3.2.5 Payment for Partnering and Strategic Planning Services:** Payment for these services will be based on the negotiated amount at the time the service is ordered. Associated travel and per diem costs will be paid based on actual travel expenses and allowable mileage and per diem rates, as described in paragraph C.3.2.4. The Contractor is required to submit documentation to support travel and per diem costs (receipts for airline tickets, hotel rooms, taxi/shuttle fares, and rental car, if authorized) with their invoices in order to receive payment for such costs.

### **C.3.3 BOTTLED WATER**

**C.3.3.1 Contractor Responsibility:** The Contractor is responsible for all activities required to provide bottled water, including all transportation, to delivery sites specified in orders placed by the Government. Costs of such activities shall be included in the unit price for each CLIN in Section B – Supplies or Services and Prices for Bottled Water Delivered (CONUS) or Bottled Water Delivered and Unloaded (OCONUS).

**C.3.3.2 Product Standards:** All water shall be produced, packaged, labeled, transported, stored and handled in accordance with Title 21, Code of Federal Regulations, Parts 101, 110, 129 and 165 and all other applicable Federal, state, and local laws and regulations. Any deviation must be authorized in writing by the Contracting/Ordering Officer.

**C.3.3.3 Primary Container:** The water shall be packaged in single-service polyethylene terephthalate (PET) bottles with flat caps. Bottles may be any size from 12 ounces to 1.5 liters (24-ounces preferred), at the Contractor's discretion. The Contractor shall make every effort to standardize to 24-ounce bottles as soon as possible without jeopardizing timely deliveries of quantities of bottled water ordered.

**C.3.3.4 Packaging of Shipping Cases:** Bottled water shall be packed in cases and shall be shipped on pallets. Pallets of bottled water will be fully covered on the top and all four sides with a minimum of a double layer of shrink-wrap. Pallets shall be hardwood and designed for pickup from all four sides. Due to the many unknown circumstances which can arise during disaster response and recovery, it is possible that the water may be moved several times, may be double-stacked for storage, and may be stored outside, with no protection, in all types of weather as well as stored in warehouses. The Contractor shall ensure that the bottled water containers are packaged to withstand such handling as well as severe climatic conditions.

**C.3.3.5 Pallet Packing Slip:** Each pallet of bottled water shall have labels attached clearly stating the information listed in items 1 through 7 of Table 1, Pallet Packing Slip Information. Information listed in item 8 is required when the Government orders water produced to local standards for OCONUS locations. Water produced to Environmental Protection Agency (EPA) local standards may only be distributed for consumption within that island location, other islands within that island chain, or other island chains with identical EPA local standards. In order to assure that each pallet of water produced to EPA local standards for OCONUS locations is readily identifiable, the lettering for item 8 shall be a minimum of 2" in height and shall be in all capital letters. Labels shall be placed under the interior of the outer-most layer of shrink-wrap. Labels are required on the top and at least two sides of all pallets of bottled water.

**Table 1. Pallet Packing Slip Information**

1	U.S. Army Corps of Engineers Contract Number
2	Delivery Order Number
3	Contractor’s Name
4	Name, Address and Telephone Number of Bottled Water Manufacturer
5	Name, Address and Telephone Number of Bottled Water Plant
6	Total Quantity on Pallet, in Liters
7	Manufacturer’s Lot Container Code(s), if any
8	MANUFACTURED TO EPA LOCAL STANDARDS FOR (Identify Island Location)

**C.3.3.6 Product Certification Documentation:** In addition to the product certification requirements in paragraph C.2.4.1, upon issuance of a Delivery Order for bottled water, the Contractor shall obtain weekly bacteriological analysis of source water and product samples, the date of production and the date of expiration of the bottled water supplied under this contract. The Contractor shall maintain these records until completion and acceptance by the Government of all bottled water deliveries. The Contracting/Ordering Officer may request the Contractor to provide copies of this data, at any time during the performance of the Delivery Order, from any or all of the subcontractors providing bottled water under this contract. When requested, the Contractor shall provide this data within six (6) hours of such request by facsimile, email, or other means, unless the Contracting/Ordering Officer authorizes a different time period.

**C.3.3.7 Transportation:** The Contractor shall comply with all applicable federal, state, and local laws and regulations in the transportation of bottled water. For each delivery, the Contractor shall provide a Delivery Information Sheet, bill of lading or manifest, which includes at least the information shown in Table 2, Delivery Information Sheet.

**Table 2. Delivery Information Sheet**

1	U.S. Army Corps of Engineers Contract Number
2	Delivery Order Number
3	Contractor’s Name
4	Itemized list of supplies and quantities
5	Name of shipment origination facility (i.e., bottling plant, warehouse, etc.)
6	Name of the transportation carrier
7	Total quantity of liters per truck per delivery

**C.3.3.8 Communication with Ground Transportation Assets (Truck Drivers):** During natural or man-made disasters, roadways that would normally be used to transport water may become damaged, gridlock, or even impassable. Examples of this are flooding of roadways, bridge washouts, and roadways being utilized as evacuation routes against the normal flow of traffic. During disaster responses, it may be necessary to divert water shipments from its intended delivery destination to an alternate delivery site while the shipment is in route. In these situations, it is critical that the Contractor have the ability to track and communicate with truck drivers at all times. To the maximum extent practicable, the Contractor shall assure that all trucks performing transportation activities under this contract are equipped with Global Positioning System (GPS) capability. As a minimum, all truck drivers shall have cellular telephone or other communication equipment sufficient to enable the Contractor immediate contact with the driver at all times during transport.

**C.3.3.9 Movement Coordination Requirements -Transportation:** The Government is required to coordinate movement of all transportation assets (trucks, ships, airplanes) and their cargo into disaster locations. This

coordination will be performed by the Movement Coordination Center (MCC) established at the FEMA Regional Operations Center (ROC) and/or the Disaster Field Office (DFO). The Contractor is required, in concert with the Contracting/Ordering Officer's Representative (COR), to perform advanced coordination with the MCC for all CONUS and OCONUS shipments into disaster locations. The MCC will either approve schedules for such shipments or provide alternate shipment delivery times/dates as well as different delivery locations, such as airports and seaports, in the disaster locations. Any change made by the MCC that delays shipments will be taken into consideration by the Contracting Officer when determining whether or not the Contractor has complied with the delivery time requirements for affected Delivery Orders. Information required from the Contractor for performance of this coordination is addressed in paragraphs **C.2.7.1** and **C.2.7.2**.

**C.3.3.10 Delivery Orders for Bottled Water Delivered (CONUS):** The Government will order bottled water in multiples of standard industry truckloads, approximately 18,000 liters per truck. The Contractor shall deliver bottled water in the quantities specified, to the delivery sites specified, and at the times specified in delivery orders for timely delivery.

**C.3.3.11 Delivery Orders for Bottled Water Delivered and Unloaded (OCONUS):** The minimum quantity ordered for any day to a delivery site will be 36,000 liters. The cost of providing bottled water to OCONUS locations could vary greatly depending on the water source and method of transportation. For this reason, bottled water for OCONUS locations is being priced as follows:

- a. Locally procured bottled water and ground transportation;
- b. Bottled water procured outside the specific OCONUS location and air transportation; and
- c. Bottled water procured outside the specific OCONUS location and ocean transportation.

The Government recognizes that there may be limited sources and quantities of locally produced bottled water at some OCONUS locations and that these sources may be unavailable following a major disaster. Availability and quantity of locally produced bottled water will be confirmed with the contractor before issuance of a delivery order for locally procured bottled water and ground transportation. For ground deliveries, the contractor shall deliver and unload bottled water at the specified delivery site(s) within the time period specified for timely delivery. For air deliveries, the Contractor shall deliver and unload bottled water at the specified military or commercial airport within the time period specified for timely delivery. The Government also recognizes that additional lead-time is required for sea transportation. Shipping schedules and lead-time will be confirmed with the Contractor before issuance of a delivery order for bottled water procured outside the specific OCONUS location and ocean transportation. For sea deliveries, the contractor shall deliver and unload bottled water at the specified military or commercial seaport within the confirmed time period for timely delivery.

**C.3.3.12 Documentation of Bottled Water Deliveries:** The Contractor shall assure that every water delivery is properly presented to the Government and that Government acknowledgement of every delivery is obtained. The Contractor shall be responsible for assuring that every delivery has all required documentation. Delivery shall be considered made when the Contractor has obtained acknowledgement of the date and time of the arrival at the delivery site by the on-site Government representative. Upon arrival at the delivery site, the Contractor shall document delivery by having its personnel:

- a. Register water deliveries in the format shown in Appendix A, "Water Delivery Information", with the Government's on-site representative;
- b. Provide the bill of lading or manifest containing the information shown in Table 2 of paragraph **C.3.3.7** to the Government's on-site representative; and
- c. Obtain a copy of the completed "Water Delivery Information" form from the Government's on-site representative.

**C.3.3.13 FDA Hold Notification:** If the Contractor or its subcontractors receive notification from the United States Food and Drug Administration that a shipment of bottled water has not been released for distribution, the Contracting/Ordering Officer shall be notified immediately. The Government will not be liable for any expenses or losses incurred by the Contractor due to such notifications. Before the Government will accept such a shipment of bottled water, it will be the responsibility of the Contractor to provide and forward a copy of the release notification from the FDA to the Ordering Officer.

**C.3.3.14 Required Delivery Quantities:** The Government recognizes that upon receipt of Delivery Orders the Contractor will need time to fully mobilize significant water production and transportation assets to establish a steady flow of Bottled Water into disaster locations. The following delivery requirements recognize that need and reflect substantial performance parameters for delivery of bottled water. Unless different delivery schedules are specified in a Delivery Order, failure to meet the following requirements, except as may be due to MCC directed shipment delays in paragraph C.3.3.9 or may be determined excusable under contract Clause 52.249-8, could result in termination of Delivery Orders for default and could further result in a decision not to exercise options described in paragraph C.1.5.

**C.3.3.15 Orders for Daily Quantities of 198,000 Liters or Less:** For orders of 198,000 liters or less, of bottled water per day to any delivery site, delivery of the full ordered quantity is required for substantial performance of the contract requirements.

**C.3.3.16 Orders for Daily Quantities of More Than 198,000 Liters**

**C.3.3.16.1 Continental United States; Anchorage, Fairbanks, and Juneau, Alaska; Puerto Rico; and U.S. Virgin Islands:** For orders of more than 198,000 liters of bottled water per day to any delivery site within the Continental United States or to any delivery site, airport or seaport serving Anchorage, Fairbanks, and Juneau, Alaska, Puerto Rico, or the U. S. Virgin Islands, delivery of lesser quantities within the first hours after issuance of a delivery order will be sufficient for substantial performance of the contract requirements. These lesser quantities shall be the greater of 198,000 liters or, in the time periods stated below, the specified percentages of the ordered quantity:

- Within 24 hours from issuance of delivery order, 25 % of the quantity scheduled for delivery,
- Within 48 hours from issuance of delivery order, 50 % of the quantity scheduled for delivery,
- Within 72 hours from issuance of delivery order, 75 % of the quantity scheduled for delivery, and
- Within 96 hours from issuance of delivery order, 100% of the quantity scheduled for delivery.

For subsequent orders placed at least 48 hours prior to the first scheduled delivery, substantial performance will be 75% of the ordered quantity with the balance of the order to be provided during the following 24-hour period.

In order to insure clarity of the quantities required for substantial performance, two examples are provided. Note that the numbers used in the example reflect the fact that orders are typically made in 18,000-liter (truckload) increments.

Example 1: An order is placed for a total of 4,032,000 liters, of which 2,016,000 liters are to be delivered within 24 hours (Day 1) and 2,016,000 liters are to be delivered between 72 and 96 hours (Day 4). The required deliveries are as follows:

<u>Scheduled Delivery</u>	<u>Quantity Ordered</u>	<u>Quantity Required for Substantial Performance</u>					<u>Day5</u>
		<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>		
Day 1	2016K	504K	504K	504K	504K	----	
Day 4	2016K	----	----	----	1512K		504K

Example 2: An order is placed for a total of 2,016,000 liters, of which 504,000 liters are to be delivered each day for 4 days. The required deliveries are as follows:

<u>Scheduled Delivery</u>	<u>Quantity Ordered</u>	<u>Quantity Required for Substantial Performance</u>				
		<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day5</u>
Day 1	504K	198K	54K	126K	126K	----
Day 2	504K	----	252K	126K	126K	----
Day 3	504K	----	----	378K	126K	----
Day 4	504K	----	----	----	378K	126K
Daily Totals		198K*	306K	630K	756K	126K

\*Note: The quantity required to meet substantial performance on Day 1 is the greater of 198K or 25 percent of 504K, which is the total quantity scheduled for delivery on Day 1.

**C.3.3.16.2 The Islands of Oahu, Hawaii, Maui, and Kauai, in the State of Hawaii; Guam; Northern Mariana Islands, Island of Saipan; American Samoa, Pago Pago, Island of Tutuila; Federated States of Micronesia, Island of Pohnpei; and Republic of the Marshall Islands, Island of Majuro:** For orders of more than 198,000 liters of bottled water per day to any delivery site, airport or seaport on Oahu, Hawaii, Maui, or Kauai, in the State of Hawaii; Guam; Northern Mariana Islands, the Island of Saipan; American Samoa, Pago Pago, Island of Tutuila; Federated States of Micronesia, the Island of Pohnpei; or the Republic of the Marshall Islands, the Island of Majuro, delivery of lesser quantities within the first hours after issuance of a delivery order will be sufficient for substantial performance of the contract requirements. These lesser quantities shall be the greater of 198,000 liters or, in the time periods stated below, the specified percentages of the ordered quantity:

Within 24 hours, 15 % of the quantity scheduled for delivery;

Within 48 hours, 40 % of the quantity scheduled for delivery;

Within 72 hours, 65 % of the quantity scheduled for delivery;

Within 96 hours, 90 % of the quantity scheduled for delivery, with the balance of the order due during the following 24-hour period.

**C.3.3.17 Payment for Bottled Water:** The Contractor shall be paid for each liter of bottled water delivered (CONUS) or delivered and unloaded (OCONUS) in accordance with the pricing for the ordered CLIN in Schedule B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Water Delivery Information" forms, including bills of lading and/or manifests that support the quantity for which payment is being requested.

### C.3.4 UNLOADING

**C.3.4.1 Contractor Unloading:** The Contractor shall comply with all applicable federal, state, and local laws and regulations in the unloading of bottled water.

**C.3.4.2 Unloading CONUS:** When specified in a delivery order, the Contractor shall provide all labor, equipment, and materials required to unload bottled water at delivery sites within the Continental United States.

**C.3.4.3 Unloading at Additional Sites OCONUS:** The Contractor shall deliver and unload bottled water delivered at airports, seaports and original delivery sites under the CLINs for bottled water delivered and unloaded OCONUS. The Government may require the Contractor to move and unload bottled water at additional OCONUS sites. When specified in a delivery order, the Contractor shall provide all labor, equipment, and materials required to unload bottled water at the alternate delivery site(s).

**C.3.4.4 Payment for Unloading:** The Contractor shall be paid for each liter of bottled water unloaded in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Water Delivery Information" forms, including bills of lading and/or manifests that support the quantity of bottled water unloaded for which payment is being requested.

### C.3.5 ADDITIONAL GROUND MILEAGE

**C.3.5.1 Documentation of Additional Ground Mileage:** It is anticipated that deliveries may be required to locations in addition to the delivery sites specified in delivery orders for deliveries within CONUS, and in addition to the airport and seaport delivery sites specified OCONUS. Additional delivery sites OCONUS will be identified in delivery orders for initial deliveries to airport and seaport delivery sites, if known at the time of issuance. Additional ground mileage for deliveries to any additional delivery sites will be paid for only on the basis of the mileage traveled between the original delivery site and the additional delivery site(s). The price per mile shall be paid for each truckload of approximately 18,000 liters of bottled water or the equivalent, if delivery is by other than a standard truckload. No per diem or other costs will be paid separately for additional ground mileage. Time spent by the Contractor performing Additional Ground Mileage is not included in Standby Time.

**C.3.5.2 Payment for Additional Ground Mileage:** The Contractor shall be paid for each additional mile of ground mileage in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Water Delivery Information" forms that support the mileage for which payment is being requested.

### C.3.6 STANDBY TIME

**C.3.6.1 Documentation of Standby Time:** If the Contractor stands by at the direction of the Ordering Officer for more than four hours, at one or more delivery site, when making delivery by truckload of approximately 18,000 liters of bottled water, then the Contractor shall be entitled to a maximum of ten hours per calendar day of standby time after the first four hours. No other payment will be made for standby time. The Contractor shall document its entitlement to standby time by having its delivery personnel register arrival and departure with the Government's on-site representative. These records will be used to determine the amount of standby time. The amount, if any, to be paid will be determined by rounding the elapsed time to the nearest hour. Delays in unloading caused by the Contractor are not included in Standby Time.

**C.3.6.2 Payment for Standby Time:** The Contractor shall be paid for each hour of standby time in excess of four hours in accordance with the pricing for the ordered CLIN in Section B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Water Delivery Information" forms that support the number of hours of standby time for which payment is being requested. The

number of hours will be determined by totaling the quantity recorded on all supporting "Water Delivery Information" forms submitted.

### **C.3.7 LOADING**

**C.3.7.1 Documentation for Loading of Government-Furnished Bottled Water:** When specified in a delivery order, the Contractor shall provide all labor, equipment and materials required to load Government-furnished bottled water at the designated loading site(s). The Contractor shall comply with applicable federal, state, and local laws and regulations in the loading of Government-furnished bottled water. Loading of Government-furnished bottled water shall be documented on the "Water Delivery Information" form.

**C.3.7.2 Payment for Loading of Government-Furnished Bottled Water:** The Contractor shall be paid for each liter of Government-furnished bottled water loaded in accordance with the pricing for the ordered CLIN in Schedule B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Water Delivery Information" forms that support the quantity for which payment is being requested.

### **C.3.8 GROUND TRANSPORTATION OF GOVERNMENT FURNISHED BOTTLED WATER**

**C.3.8.1 Documentation for Ground Transportation of Government-Furnished Bottled Water:** When specified in a delivery order, the Contractor shall provide transportation of Government-furnished bottled water to and from designated sites. Transportation of Government-furnished bottled water will be paid for separately and shall be documented on the "Water Delivery Information" form.

**C.3.8.2 Payment for Ground Transportation of Government-Furnished Bottled Water:** The Contractor shall be paid for each mile of transportation of Government-furnished bottled water, for each truckload of approximately 18,000 liters of bottled water or the equivalent, if delivery is by other than a standard truckload, in accordance with the pricing for the ordered CLIN in Schedule B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Water Delivery Information" forms that support the mileage for which payment is being requested.

### **C.3.9 DRY STORAGE TRAILERS**

**C.3.9.1 Standards for Dry Storage Trailers:** When specified in a delivery order, the Contractor shall provide dry storage trailers for storage of bottled water at sites designated by the delivery order. The dry storage trailers shall hold approximately 18,000 liters per trailer. This requirement will be ordered as a daily rate, with a minimum of five (5) days per order. The Contracting/Ordering Officer will notify the Contractor at least 24-hours in advance of required pick-up date(s) and time(s).

**C.3.9.2 Documentation of Dry Storage Trailers:** The contractor shall assure that documentation of delivery and pick-up of each dry storage trailer is properly presented to the Government and that Government acknowledgement is obtained. The Contractor shall be responsible for assuring that every delivery and pick-up of dry storage trailers has all required documentation. Delivery and pick-up shall be considered made when the Contractor has obtained acknowledgement of the date and time of the arrival or departure at the delivery site by the on-site Government representative. Upon arrival at the delivery and pick-up sites, the Contractor shall document delivery and pick-up by having its personnel:

- a. Register delivery and pick-up of dry storage trailers on "Dry Storage Information" forms, as shown in Appendix B, with the Government's on-site representative; and
- b. Obtain a copy of the completed "Dry Storage Information" form from the Government's on-site representative.

**C.3.9.3 Payment for Dry Storage Trailers:** The Contractor shall be paid for each day, or portion of a day, of dry storage trailer usage in accordance with the pricing for the ordered CLIN in Schedule B that is in effect at the time of

issuance of each Delivery Order. One day will be 24 continuous hours beginning at the date and time of the Start of Service. The number of days/quantity will be determined from the fully executed "Dry Storage Information" forms for the period between the Start of Service (Date In and Time In), and the Required Pick-Up Date and Time, or the End of Service (Date Out and Time Out), whichever occurs first. Invoices submitted for payment shall include copies of all fully executed "Dry Storage Information" forms that support the number of days of dry storage trailer usage for which payment is being requested.

### **C.3.10 DRAYAGE**

**C.3.10.1 Standards for Drayage:** When specified in a delivery order, the Contractor shall provide tractor power units, with fifth wheel, and drivers for 24 hours of service. The tractors and drivers shall move dry storage trailers as directed by the Ordering Officer. Service shall be on a seven (7) day-per-week and twenty-four (24) hour-per-day basis.

**C.3.10.2 Documentation of Drayage:** The Contractor shall assure that the start of service and end of service for drayage is properly presented to the Government and that Government acknowledgement of every start of service and end of service is obtained. The Contractor shall be responsible for assuring that start of service and end of service has all required documentation. Start of service and end of service shall be considered made when the Contractor has obtained acknowledgement of the date and time of the arrival or departure at the delivery site by the on-site Government representative. Upon arrival and departure at the delivery sites, the Contractor shall document start of service and end of service for drayage by having its personnel:

- a. Register start of service and end of service in the format shown in Appendix C, "Drayage Information," with the Government's on-site representative; and
- b. Obtain a copy of the completed "Drayage Information" form from the Government's on-site representative.

**C.3.10.3 Payment for Drayage:** The Contractor shall be paid for each day, or portion of a day, of providing drayage in accordance with the pricing for the ordered CLIN in Schedule B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Drayage Information" forms that support the number of days of providing drayage for which payment is being requested.

### **C.3.11 BULK WATER**

**C.3.11.1 Definition of Bulk Water:** The term "bulk water" includes, but is not limited to, supplying bulk water, storage bladders, tank containers, providing and/or operating Reverse Osmosis Water Purifying (ROWP) Units, transportation, testing, and related services, to include providing Strategic Planning in support of potential bulk water needs. The Government anticipates that it may have requirements to provide bulk water to some disaster locations. However, the cost for providing bulk water can vary substantially depending upon the location(s), source of water, method of transportation, testing requirements and numerous other factors, which cannot be described in sufficient detail to enable pricing of bulk water in this contract. The Government is not limited to use this contract to meet bulk water requirements but reserves the right to request proposals from the Contractor for meeting bulk water needs. Upon negotiation and agreement between the Government and the Contractor for provision of bulk water, the Government will issue Delivery Orders that will specify the agreement, to include a detailed description of the work, the delivery and/or performance location(s), dates of performance, and pricing.

### **C.3.12 RESTOCKING OF FEMA TERRITORIAL LOGISTICS CENTERS (TLC)**

**C.3.12.1 Contractor Responsibility:** The Contractor is responsible for all activities required to deliver bottled water, including all transportation, to FEMA TLC sites specified in orders placed by the Government. Costs of such

activities shall be included in the unit price for each CLIN in Schedule B for Restocking of FEMA Territorial Logistics Centers (CONUS) or Restocking of specific FEMA Territorial Logistics Centers (OCONUS).

**C.3.12.2 Product Standards:** See paragraph C.3.3.2.

**C.3.12.3 Primary Container:** Water shall be packaged in 24-ounce polyethylene terephthalate (PET) bottles with flat caps.

**C.3.12.4 Packaging of Shipping Cases:** Bottled water shall be packed in cases constructed of sturdy cardboard with minimal space between bottle caps and top of box (flush fit preferred). Cases shall contain 24 bottles per case and stacked no more than six (6) layers on a pallet. Cases shall meet, as a minimum, construction/freight classifications of Bursting Test 400 pounds PSI; Minimum Combined Weight Facings 180 pounds PSI; and Gross Weight limits 120 pounds. Pallets shall be constructed of hardwood, 40"x48", and designed for pickup from all four sides. Pallets of bottled water shall be fully covered on the top and all four sides with a minimum of a double layer of shrink-wrap.

**C.3.12.5 Pallet Packing Slip:** See paragraph C.3.3.5.

**C.3.12.6 Product Certification Documentation:** See paragraph C.3.3.6.

**C.3.12.7 Transportation:** See paragraph C.3.3.7.

**C.3.12.8 Delivery Orders for Restocking of FEMA TLC:** The contractor shall deliver bottled water in the quantities specified, to the TLC(s) specified and at the times specified in delivery orders. Unloading of bottled water at the TLC(s) will be performed by the Government. Restocking needs will vary from two (2) to six (6) truckloads per TLC depending on FEMA water distributions and the storage capacity at the various sites.

**C.3.12.9 Documentation for Restocking of FEMA TLC:** The Contractor shall assure that every water delivery is properly presented to the Government and that Government acknowledgement of every delivery is obtained. The Contractor shall be responsible for assuring that every delivery has all required documentation. Delivery shall be considered made when the Contractor has obtained acknowledgement of the date and time of the arrival at the delivery site by the on-site Government representative. Upon arrival at the delivery site, the Contractor shall document delivery by having its personnel:

- a. Register water deliveries in the format shown in Appendix A, "Water Delivery Information", with the Government's on-site representative;
- b. Provide the bill of lading or manifest containing the information shown in Table 2 of paragraph C.3.3.7 to the Government's on-site representative; and
- c. Obtain a copy of the completed "Water Delivery Information" form from the Government's on-site representative.

**C.3.12.10 FDA Hold Notification:** See paragraph C.3.3.13.

**C.3.12.11 Payment for Restocking of FEMA TLC:** The Contractor shall be paid for each liter of bottled water delivered to the FEMA TLC, that is accepted by the Government, in accordance with the pricing for the ordered CLIN in Schedule B that is in effect at the time of issuance of each Delivery Order. Invoices submitted for payment shall include copies of all fully executed "Water Delivery Information" forms, including bills of lading and/or manifests that support the quantity of bottled water delivered and accepted for which payment is being requested.

**C.3.12.12 FEMA TLC Delivery Site Information:**

FEMA Territory Logistics Center-East  
4552 N2<sup>nd</sup> Ave, Bldg 212  
Forest Park, GA 30297-5112  
(770) 220-5679 Mr. James Bullard

FEMA Territory Logistics Center-Central  
501 W. Felix St, Bldg 1M  
Fort Worth, TX 76115  
(817) 334-5595 Mr. Paul Finkenkiller

FEMA Territory Logistics Center-West  
NASA AMES Research Center, Bldg 144, Door #7  
Moffett Field, CA 94035  
(650) 603-8503 Ms Yvonne Jenkins-O'Neal

Pacific Logistic Center  
99-1269 Iwaena Street  
Aiea, Hawaii 96701

Guam Logistics Center  
Building 6009  
Sumay Naval Station, Guam 96540

Manaubo Warehouse  
Road #3  
Exit 2 La Pica  
Manaubo, Puerto Rico 00707

**Appendix A**

**WATER DELIVERY INFORMATION**

NO: \_\_\_\_\_

*Section A (To Be Completed by Contractor)*

COE Contract #: \_\_\_\_\_

Name of Disaster: \_\_\_\_\_

Delivery Order #: \_\_\_\_\_

Bill of Lading/Manifest #: \_\_\_\_\_

Delivery Site Name & Address: \_\_\_\_\_

Transportation Contractor: \_\_\_\_\_ Trailer #: \_\_\_\_\_

Transport Carrier: \_\_\_\_\_ Truck #: \_\_\_\_\_

Drivers Name (Please Print): \_\_\_\_\_

Water Company Name: \_\_\_\_\_ Supplier #: \_\_\_\_\_

Date and Time of Loading: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Loading Site (City): \_\_\_\_\_

Government Property Loaded by: \_\_\_\_\_ Amount (Liters): \_\_\_\_\_

**Section B ( to be completed by Government Representative at Delivery Site)**

**INITIAL DELIVERY SITE**

Date-In: \_\_\_\_\_ Time-In: \_\_\_\_\_ Signature: \_\_\_\_\_ Name

(Print): \_\_\_\_\_

Date-Out: \_\_\_\_\_ Time-Out: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (

Print): \_\_\_\_\_

Reason, if difference between time-in & time-out exceeds 4 hours:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ADDITIONAL DELIVERY SITE(S) (for Additional Ground Mileage)**

	Destination	Date	Time In	Date	Time	Total	Mileage	Government On-Site
1								
2								
3								
<b>TOTAL MILEAGE</b>								

**Amount Delivered:**

Bottle Size	# Bottles/Case	# Cases/Pallet	# Pallets	Unloaded by (Contractor/USACE)	TOTAL AMOUNT DELIVERED (Liters)

**Government On-Site Representative :**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name  
Employer

\_\_\_\_\_  
Job Title

All Blanks must be completely filled in. This document must be provided with an accurate bill of lading to the Contractor on-site representative Listed below:

Name of Contractor Representative: \_\_\_\_\_

Remarks/Comments (use back of form as needed):

**APPENDIX B**

**DRY STORAGE INFORMATION**

**NO:** \_\_\_\_\_

*Section A (To Be Completed by Contractor)*

**COE Contract #:** \_\_\_\_\_ **Name of Disaster:** \_\_\_\_\_

**Delivery Order#:** \_\_\_\_\_ **Dry Storage Trailer #:** \_\_\_\_\_

**Delivery Site Name & Address:** \_\_\_\_\_  
\_\_\_\_\_

**Sub-Contractor:** \_\_\_\_\_

**Dry Storage Trailer Delivery Section B (To Be Completed by Government On-Site Representative)**

**START OF SERVICE:**                      **Date In:** \_\_\_\_\_                      **Time In:** \_\_\_\_\_

**Government On-Site Representative**

**Signature:** \_\_\_\_\_  
\_\_\_\_\_

**Print Name**

**Job Title**

**Employer**

**Amount of Liters:** \_\_\_\_\_

**ADDITIONAL DELIVERY SITE(S)**

	<b>Destination</b>	<b>Date</b>	<b>Time</b>	<b>Date</b>	<b>Time Out</b>	<b>Total</b>	<b>Government On-Site Representative</b>
1							
2							
3							
4							

**DRY STORAGE TRAILER PICK-UP Section C (To Be Completed by Government On-Site Representative)**

**END OF SERVICE:**                      **Date Out:** \_\_\_\_\_                      **Time Out:** \_\_\_\_\_

**Government On-Site Representative**

**Signature:** \_\_\_\_\_  
\_\_\_\_\_

**Print Name**

**Job Title**

**Employer**

**All blanks must be completely filled in. This document must be provided with an accurate Bill of Lading to the IAP on-site representative listed below:**

**Name of Contractor Representative:**

-----

**Remarks/Comments** (use back of form as needed):

APPENDIX C

DRAYAGE INFORMATION

NO: \_\_\_\_\_

Section A (To Be Completed by Contractor)

COE Contract #: \_\_\_\_\_ Name of Disaster: \_\_\_\_\_

Delivery Order#: \_\_\_\_\_

Delivery Site Name & Address: \_\_\_\_\_

Tractor Power Unit (Truck) #: \_\_\_\_\_ Trailer #: \_\_\_\_\_

Transportation Sub-Contractor: \_\_\_\_\_

Section B (To Be Completed by Government On-Site Representative)

START OF SERVICE: Date In: \_\_\_\_\_ Time In: \_\_\_\_\_

Government On-Site Representative Signature: \_\_\_\_\_

\_\_\_\_\_

Print Name Job Title Employer

Amount of Liters: \_\_\_\_\_

END OF SERVICE: Date Out: \_\_\_\_\_ Time Out: \_\_\_\_\_

Government On-Site Representative Signature: \_\_\_\_\_

\_\_\_\_\_

Print Name Job Title Employer

Name of Contractor's Representative (Print Name): \_\_\_\_\_

Remarks/Comments (use back of form as needed):

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

#### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the

Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

#### 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

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

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

## 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

## 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

## 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Section G - Contract Administration Data

INVOICING INFORMATION

- (a) The Contractor's invoice for payment shall be submitted to:

USACE FINANCE CENTER  
ATTN: CEFC-AO-P  
5722 INTEGRITY DRIVE  
MILLINGTON, TN 38054-5000

- (b) A copy of each invoice shall be furnished to the Contracting Officer at the location that issued the delivery order.

Section H - Special Contract Requirements

H.1 OFFEROR REQUIREMENTS (PRICING OPTION YEARS)

Offerors are required to submit an offer on all items in the Base Period and any listed Option Period. This contract is renewable at the option of the Government, for the award of any Option Period of work at the prices shown, by the Contracting Officer giving written notice of renewal to the contractor at least sixty (60) days before the end of the contract period. The same conditions for renewal are applicable to any Option Period of work at the expiration of previous renewal.

H.2 ORDERING (DELIVERY ORDERS FOR EMERGENCY CONTRACTS)

- (c) Delivery Orders against the contract may be issued by facsimile, by electronic mail, or in writing.
- (d) Delivery Order may be issued by any U.S. Army Corps of Engineers (USACE) Division or District for deliveries to any geographic location specified in the contract. Within their Contracting Officer warrant limitations, all USACE Contracting Officers are hereby appointed as Ordering Officers for this contract, pursuant to AFARS 1.603-1(2).
- (e) Ordering Officers issuing Delivery Orders against this contract, will provide their name, phone and fax numbers and electronic mail address to the contractor.

H.3 DELIVERY ORDERS

Deliveries will be scheduled against this requirements contract by issuance of a Delivery Order. It is critical that the Delivery Order number be included on the applicable invoice. Only the Contracting Officer and/or USACE Ordering Officers for this contract have authority to order supplies/services against this contract. No other Government employee, including any appointed Contracting Officer’s Representative (COR), has the authority to order supplies/services. The Contractor is hereby specifically directed to refrain from furnishing supplies/services that have not been ordered by the Contracting Officer or any USACE Ordering Officer for this contract. Failure to follow this direction may relieve the Government of liability for payment of services that were ordered by unauthorized employees.

H.4 ESTIMATED TOTAL QUANTITY

1. Because of uncertainties in the nature of emergencies and major disasters, and in the factors affecting the responses of the President and of the Federal Emergency Management Agency (FEMA) to emergencies and disasters, it is difficult to estimate the quantities that may be required under this contract.
2. The Contracting Officer is advised that during the past 10 years, the U.S. Army Corps of Engineers has purchased the following quantities of bottled drinking water in fulfillment of the tasks from FEMA:

<u>EVENT</u>	<u>QUANTITY (Millions of Gallons)</u>	<u>DATE</u>	<u>LOCATION</u>
Andrew	2.0	Aug 92	CONUS
Midwest Floods	2.0	Jul 93	CONUS
Alberto	4.0	Ju1 94	CONUS
Marilyn	1.2	Nov 95	U.S. Virgin Islands
Fran	0.7	Sep 96	CONUS
Del Rio Flooding	1.3	Aug 98	CONUS
Bonnie	0.2	Aug 98	CONUS
Georges	9.0	Sep 98	Puerto Rico

Georges	0.4	Sep 98	CONUS
Floyd	3.0	Sep 99	CONUS
Lili	0.3	Oct 02	CONUS

3. The Contractor is encouraged to make use of publicly available information about past weather-related disasters and about predicts for future weather events. The Contracting Officer is advised that such data is available from multiple sources and media, including the following internet sites:

<http://typhoon.atmos.colostate.edu/forcasts/1998>

<http://typhoon.atmos.colostate.edu/forcasts/1999>

<http://typhoon.atmos.colostate.edu/forcasts/2000>

<http://www.nhc.noaa>

- (f) The estimated quantities stated below are based on the Contracting Officer's best judgment. However, actual requirements may vary widely from these estimates, and it is possible that there could be no requirements at all during the contract period.
- (g) a. The estimated total quantities for the Base Period are:
1. 2,000,000 liters of drinking water delivered
  2. 1,500,000 liters of unloading at delivery site by contractor
  3. 10,000 miles of additional ground mileage
  4. 5,000 hours of standby time in excess of four hours
  5. 5,000 miles of Government furnished drinking water
  6. 300,000 liters of loading Government furnished drinking water
  7. 150 days of dry storage trailer
  8. 50 days of drayage

#### H.5 LOCAL LABOR PREFERENCE

In performance of work included in this contract, the contractor shall, in the procurement of supplies and equipment, awarding subcontracts, and in the employment of laborers and mechanics give first priority to those residing in or doing business in the county(ies) of the affected area. This paragraph shall be included in all subcontracts awarded. Failure of the Contractor to comply with requirements of this paragraph may result in termination of the contract for default.

#### H.6 SAFETY PUBLICATION

The U.S. Army Corps of Engineers Safety Manual, EM 385-1-1 in print on the date of issuance of this solicitation is applicable to work to be performed under this contract. The manual may be obtained without charge by applicants considered to be properly interested upon separate request to the Contracting Division issuing this solicitation.

#### 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through any exercised option period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 24,000,000 liters

(2) Any order for a combination of items in excess of 28,000,000 liters or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within four (4) hours not days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from date of contract award, unless an option(s) is exercised.

(End of clause)

**INSURANCE REQUIRED**

In accordance with CONTRACT CLAUSE titled "INSURANCE – WORK ON A GOVERNMENT INSTALLATION" the Contractor shall procure and maintain during the entire period of his performance under this contract the following kinds and minimum amounts of insurance:

TYPE	AMOUNT
Workmen’s Compensation and Employers’ Liability Insurance The Contractor shall comply with all applicable Workmen’s Compensation Statutes and shall furnish evidence of Employers’ Liability Insurance.	Not less than \$100,000
General Liability Insurance Bodily injury liability insurance on the comprehensive form of policy.	Minimum limits of \$500,000 per accident
Automobile Liability Insurance damage liability insurance on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.	Minimum limits of \$200,000 per person and \$500,000 per accident \$20,000 per accident For property damage.

## Section I - Contract Clauses

## 52.202-1 DEFINITIONS (DEC 2001)

- (a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.
- (b) Commercial component means any component that is a commercial item.
- (c) Commercial item means--
- (1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--
    - (i) Has been sold, leased, or licensed to the general public; or
    - (ii) Has been offered for sale, lease, or license to the general public;
  - (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
  - (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
    - (i) Modifications of a type customarily available in the commercial marketplace; or
    - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
  - (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
  - (5) Installation services, maintenance services, repair services, training services, and other services if--
    - (i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
    - (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
  - (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
- (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- (g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

#### 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

## 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
  - (3) For cost-plus-award-fee contracts--
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may--
    - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
  - (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

## 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

- (a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
  - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not

enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-11 -- Price Reduction for Defective Cost or Pricing Data Modifications.(Oct 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because

- (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,
- (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or
- (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which --

- (1) The actual subcontract; or
- (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)

(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if --

- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
- (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if --

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid --

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of Clause)

#### 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

#### 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception

under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

## 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

#### 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
  - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
  - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
  - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

#### 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees,

that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

#### 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) ) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established

“recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State

system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about--
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)

(42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leases bases.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

## 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

## 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

## 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

#### 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

#### 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

#### 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price

therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

## 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

USACE FINANCE CENTER  
ATTN: EFT/DISBURSING  
5720 INTEGRITY DRIVE  
MILLINGTON, TN 38054-5005

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the

Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.247-28 CONTRACTOR'S INVOICES (APR 1984)

The Contractor shall submit itemized invoices as instructed by the agency ordering services under this contract. The Contractor shall annotate each invoice with the contract number and other ordering office document identification.

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for

the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(h) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

- (1) "Arising out of a contract with the DoD" means any act in connection with—
  - (i) Attempting to obtain;
  - (ii) Obtaining, or
  - (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).
- (2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.
- (3) "Date of conviction" means the date judgment was entered against the individual.
- (b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--
  - (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
  - (2) On the board of directors of any DoD contractor or first-tier subcontractor;
  - (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
  - (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
  - (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
  - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
  - (1) Suspension or debarment;
  - (2) Cancellation of the contract at no cost to the Government; or
  - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
  - (1) The person involved;
  - (2) The nature of the conviction and resultant sentence or punishment imposed;

- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

#### 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
- (i) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

#### 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
  - (1) The Contracting Officer has given prior written approval; or
  - (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

## 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

## (a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation.

An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (AUG 2000)

(a) Definitions. Qualifying country and qualifying country end products have the meaning given in the Buy American Act and Balance of Payments Program clause, Buy American Act--Trade Agreements--Balance of Payments Program clause, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause, or Trade Agreements clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether placed--

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, or unless supplies were imported into the United States before the date of this contract or, in the case of supplies imported by a first or lower tier subcontractor, before the date of the subcontract, no amount is or will be included in the contract price for duty for--

(1) End items that are qualifying country end products; or

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in the end items to be delivered under this contract, provided that the end items are manufactured in the United States or in a qualifying country.

(d)The Contractor warrants that--

(1)All qualifying country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract; and

(2)The Contractor will pay duty to the extent that such supplies, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e)The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f)All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall--

(1)Consign the shipments to the appropriate--

(i)Military department in care of the Contractor, including the Contractor's delivery address; or

(ii)Military installation; and

(2)Include the following information--

(i)Prime contract number, and delivery order if applicable;

(ii)Number of the subcontract/purchase order for foreign supplies if applicable;

(iii)Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Building 120, Staten Island, New York, 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate

(v)Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi)Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A

(g) Preparation of customs forms. (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCM New York for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry

(h)The contractor agrees--

- (1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
- (2) To consign the shipment as specified in paragraph (f) of this clause; and
- (3) To mark the exterior of all packages as follows:
  - (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and
  - (ii) The activity address number of the contract administration office actually administering the prime contract.
- (i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of qualifying country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain--
  - (1) Prime contractor's name, address, and CAGE code;
  - (2) Prime contract number, and delivery order number if applicable;
  - (3) Total dollar value of the prime contract or delivery order;
  - (4) Expiration date of the prime contract or delivery order;
  - (5) Foreign supplier's name and address;
  - (6) Number of the subcontract/purchase order for foreign supplies;
  - (7) Total dollar value of the subcontract for foreign supplies;
  - (8) Expiration date of the subcontract for foreign supplies;
  - (9) List of items purchased;
  - (10) An agreement by the Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer;
  - (11) The qualifying country; and
  - (12) The scheduled delivery date(s).
- (j) This clause does not apply to purchases of qualifying country supplies in connection with this contract if--
  - (1) The qualifying country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and
  - (2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k)The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (Appendix G of the Defense FAR Supplement), and the information required by paragraphs (i)(1), (2), and (3) of this clause will be included in applicable subcontracts.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

- (i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
- (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;
- (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
- (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
- (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
- (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
- (C) Upholstered seats (whether for household, office, or other use); and
- (D) Parachutes (Federal Supply Class 1670); or
- (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.
- (End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
 (Official's Name)  
 -----

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to

grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
-----	-----	-----
-----	-----	-----
-----	-----	-----
TOTAL	-----	-----

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Attachment No. 1 - PAST PERFORMANCE QUESTIONNAIRE

Note: See details in Section L regarding past performance submissions. The past performance questionnaire is located at the end of this document.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(j) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

2. Those prices,

1. The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(k) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL
-----			
-----			
-----			

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 312112.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b)  It has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
(Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

(End of provision)

## 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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

1. **PROPOSAL FORMAT AND REQUIREMENTS.** The proposal must be complete and contain the offeror's most favorable terms as the Government intends to award a contract without discussions. Proposals are to be submitted in two separately bound volumes, Volume 1 - Technical Proposal and Volume 2 - Price Proposal. An original and two (2) copies of each proposal is required to be submitted and each copy shall conform to the requirements in the following paragraphs:

a. All pages in Volume 1 - Technical Proposal as well as all pages in Volume 2 - Price Proposal, other than those provided in this solicitation for execution and inclusion in the Volume 2 proposal, are to consist of single spaced typewritten pages using no less than 10 point font. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make it fit" software capability however, all text must be legible and easily read. Minimum margins shall be 0.75 inches. The page size of the offeror's proposal shall not exceed 8-1/2 inches by 11 inches. When included, fold-out pages shall fold entirely within the volume and shall only be used for graphic representations. The volume and page numbers shall appear on the bottom left side of each page and the name of the offeror shall appear on the bottom right side of each page. Each copy of each volume shall be contained within a "Slant D" or similar 3-ring binder (no heat or spiral bound volumes).

b. Each volume shall include:

(1) a Cover Page that identifies the volume number, the name, address, and telephone number of the offeror, and, if appropriate, the name, address and telephone numbers of subcontractors;

(2) a Table of Contents;

(3) a List of Figures (if none, so state);

(4) a List of Appendices (if none, so state); and

(5) a List of Acronyms (if none, so state) that shall include all acronyms appearing in the volume.

c. Proposals shall be organized as required above; and shall include cross-referencing. General cross-references or cross referencing guides will not be considered as appropriate cross-references. No material shall be incorporated by reference.

d. No proposal price data shall be included in Volume 1 - Technical Proposal.

The Source Selection Evaluation Board will evaluate and rate proposals based only on the information contained in the proposal, except as otherwise specified elsewhere in the solicitation. Offerors are advised that clarity, conciseness, and relevance of the information presented in the proposal are of supreme importance and the inclusion of unrelated information that is not pertinent will reduce evaluation ratings. Proposals that provide only superficial coverage of the information required below may not receive additional consideration and may be excluded from the competitive range, if established. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of this solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

## 2. PROPOSAL CONTENT:

a. Volume 1 – Technical Proposal.

## (1) Factor 1, Experience, Personnel Qualifications, and Past Performance.

(a) Subfactor 1, Experience. Offerors shall submit up to a total of ten (10) examples of completed or current contracts (with Federal, State or local governments or private) that represent the offeror's experience as either the prime contractor or subcontractor that is relevant to the requirements of this Request for Proposal. If numerous and similar projects occurred under a single multiple task type contract, provide one document for the multiple task contract. The description of each project shall indicate the offeror's role in the execution of that project. Each project description shall include information regarding the supplies involved and their quantities, methods of performance, timelines for performance, the complexity of the work, and the dollar value of the contract or subcontract. Offerors are encouraged to identify problems encountered on these contracts or subcontracts and discuss both the corrective actions taken and the results achieved by the offeror. Examples provided are limited to contracts or subcontracts completed no later than five (5) years prior to or currently being performed on the date of the offeror's proposal. For the purposes of this Section, a completed project will be defined as contracts and/or delivery orders that are at least 90% physically complete.

(b) Subfactor 2, Personnel Qualifications. The offeror shall identify qualifications of key personnel by submission of a one-page resume for each key position. Key personnel should include Senior Manager and Alternate; Operations Manager/Liaison; Strategic Planner; Office Administration performing product and/or transportation tracking; and Field Personnel performing Logistics activities at production and/or delivery locations. Resumes shall not include individual's social, civic or fraternal activities.

(c) Subfactor 3, Past Performance. The enclosed questionnaire listed in Section J, Attachment 1 shall be completed and submitted with your proposal. This questionnaire shall be completed by the offerors five (5) most recently completed government or private contracts or task orders during the last five years.

The following items will be evaluated for Past Performance based on the written Performance Evaluations received:

- Quality of Product/Service
- Timeliness of Performance
- Price Reasonableness
- Business Practices
- Customer Satisfaction
- Key Personnel
- Safety

The offeror is encouraged to include its corporate past performance, the past performance of its key personnel who will work on this contract, and the past performance of major subcontractors to include utilization of small, disadvantaged, woman owned, veteran owned and hubZone small businesses.

The Government will verify information submitted on these questionnaires. These completed questionnaires will be the sole criteria for evaluation under this factor.

The burden of providing thorough and complete past performance information rests with the Offeror and their references.

## (2) Factor 2, Capability to Perform.

(a) Subfactor 1, Ability to Meet Performance Requirements. Describe your firm's proposed plan for performing the work described, at the locations identified, and within the parameters identified in this RFP. This shall include a description of whether the offeror will produce and/or transport or subcontract for production and/or transport of bottled water, or a combination thereof, and include sufficient details as to locations of available resources and method of transportation to meet quantity and delivery requirements as stated in Section C. Evidence

of subcontractor commitment shall be provided by offerors that will utilize subcontracts to perform. Address how the offeror will manage subcontractors to insure performance in a timely manner.

(b) Subfactor 2, Efficient Use and Balance of Resources. Describe your ability to simultaneously respond to multiple disaster locations and to multiple delivery sites within each disaster location. The Offeror shall describe how quality control in performance of requirements described in this Request for Proposal will be ensured. Describe your system that you will utilize to track water production and deliveries to include computer equipment, software, office equipment, and communication capability to support the system. Describe the training that will be utilized to preserve the effectiveness of your organization.

(c) Subfactor 3, Depth and Size of Organization. Indicate the depth and size of your organization. Provide data regarding locations of your home and branch offices and their personnel. These data may be in summary form indicating numbers of home and branch office personnel by job title or trade. Indicate numbers of general personnel by job title or trade that can be applied to this contract.

(3) Factor 3, Financial Capability. Offerors shall provide a copy of their most recent audited financial statement. If the financial statement is more than 60 days old, submit a certificate stating that the firm's financial condition is substantially the same, or, if not the same, state the changes that have taken place. Provide letters from banks or other financial institutions with which the offeror conducts business. The letters should contain information about your firm's accounts, loans, lines of credit, etc., to include information on account balances, timeliness of payments, and the terms of the lines of credit. The letters should also provide the name and telephone number of the bank representative the Government may contact.

**b. Volume 2 – Price Proposal.**

This volume will not be point scored but will be subjectively evaluated to determine reasonableness, affordability of each offeror over the life of the contract, whether the prices are realistic for the work to be performed, whether the prices reflect the offeror's understanding of the requirements, and whether the prices are consistent with the technical proposal. The evaluation of the price proposal contractual requirements will be done using the pass/fail method. REMEMBER, the Government intends to award without discussions. All information required must be submitted with the price proposal. Failure to do so could result in the proposal determined to be "unacceptable" and not considered for award. Since the evaluation of the price proposal represents a portion of the total evaluation as described in Section M, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, or non-current price proposal information. The price proposal must include all of the following:

- (1) The Offer (the SF33) duly executed with an original signature by an official authorized to bind the company.
- (2) Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30(amendment form).
- (3) A fully completed Section B, Schedule of Supplies and/or Services and Prices/Costs, with pricing for **all** contract line items (CLINs) for **every** contract period.
- (4) The completed Section K of the solicitation (i.e., Representations, Certifications, and Other Statements of Offerors).
- (5) Any Additional pricing data to support prices submitted in Section B.

52.003-4002 BIDS/PROPOSALS RECEIVING DESK

Bids/Proposals, if submitted in person or by messenger, shall be delivered to the Bids/Proposals Receiving Desk, Building 1, Contracts Branch, Contracting Division, at the above address, prior to the time fixed for opening of bids/receipt of proposals.

52.003-4014 INQUIRIES

Telephone inquiries relating to this solicitation should be directed as follows:

- New England District, Corps of Engineers  
Procurement of Plans and Specifications,  
Prospective Bidders List, Bid Results,  
and Award Information ..... Sheila Winston-Vincuilla 978/318-8159
  
- Technical Inquiries on Plans and  
Specifications ..... Sheila Winston-Vincuilla 978/318-8159

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the

responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(l) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751.

(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)

## Section M - Evaluation Factors for Award

### 1. Proposal Evaluation and Source Selection Procedures.

a. The Government will evaluate proposals utilizing Best Value Source Selection Procedures and award will be made to the offeror that the Government determines can accomplish the requirements set forth in this Request for Proposal (RFP) in a manner most advantageous to the Government, cost or price and other factors considered. The Government reserves the right to award a contract to other than the lowest price offer after consideration of all evaluation factors.

b. The evaluation factors for the Technical Proposal, when combined, are significantly more important than Price Proposal evaluation factors. However, the importance of price could become greater depending on the technical equality of the proposals. Where competing technical proposals are determined to be substantially equal, the price proposal evaluation factors would become the controlling factors in making the contract award.

### 2. Evaluation Factors.

a. Technical Proposals. Each technical proposal submitted in response to this RFP will be evaluated based on the factors listed below. Technical proposal should include relevant information about the Offeror major subcontractors, key personnel, and utilization of small, disadvantaged, woman owned, veteran owned, and hubZone small businesses. Evaluation Factors 1 and 2 are of equal value and are of more importance than Factor 3. Subfactors are listed in descending order of importance.

(1) Factor 1, Experience, Qualifications, and Past Performance.

(a) Subfactor 1. The Government will evaluate the Offeror's experience with contracts of similar scope, size (monetary and level of effort), and nature.

(b) Subfactor 2. The Government will evaluate the qualifications of key personnel to determine their technical capability and experience in performance of work similar in scope, size (monetary and level of effort), and nature as required in the proposed contract.

(c) Subfactor 3. The offeror's past performance during the last 5 years will be evaluated to determine technical capability and level of performance risk to perform the proposed contract. The Government shall conduct an evaluation of customer satisfaction, quality of workmanship and timeliness of the offeror's past performance.

(2) Factor 2, Capability to Perform.

(a) Subfactor 1. The Government will evaluate the Offeror's plan for performance of the work required by this RFP, to include management of the offeror's production and transportation activities or of subcontractors performing production, transportation, etc. of bottled water or other contract deliverables.

(b) Subfactor 2. The Government will evaluate the offeror's capability to simultaneously respond to multiple disaster locations and multiple delivery sites within those locations; how the contractor will ensure quality control of all performance; the capability of the offeror to provide real time data on production and delivery of bottled water; computer hardware and software, other office equipment and communication capabilities to be utilized in contract performance, and how the contractor will ensure adequate training to maintain an effective organization.

(c) Subfactor 3. The Government will evaluate the depth and size of the offeror's organization relative to capability to perform under this contract.

(3) Factor 3, Financial Capability. The Government will evaluate the financial data to determine that the offeror has the financial resources, or the ability to obtain them, to perform the proposed contract.

b. Volume 2 – Price Proposal. This volume will not be point scored but will be subjectively evaluated to determine reasonableness, affordability of each offeror over the life of the contract, whether the prices are realistic for the work to be performed, whether the prices reflect the offeror's understanding of the requirements, and whether the prices are consistent with the technical proposal. The evaluation of the price proposal contractual requirements will be done using the pass/fail method based on the information identified in Section L.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

ATTACHMENT NO. 1

PAST PERFORMANCE QUESTIONNAIRE

Title of Project: \_\_\_\_\_ Prime ( ) or Sub ( )

Contract Number: \_\_\_\_\_

Description and Location of Work: \_\_\_\_\_  
\_\_\_\_\_

Dates of Contract Performance: \_\_\_\_\_

Contracting Agency: \_\_\_\_\_

Points of Contact:

Name: \_\_\_\_\_ Number: \_\_\_\_\_

Name: \_\_\_\_\_ Number: \_\_\_\_\_

1. How would you describe the quality of the product and delivery services performed by the contractor? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

2. Was the contractor's performance timely? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

3. Were the contractor's product and delivery prices reasonable? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

4. Were the contractor's business practices effective, including management of subcontractors? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

5. Was the contractor's approach to product delivery customer oriented, and were you satisfied with the contractor's overall performance? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

6. Were the contractor's key personnel knowledgeable and helpful? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

7. Did the contractor perform product deliveries in a safe manner? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

8. How would you rate the contractor's overall performance? (circle one)

Exceptional          Very Good          Satisfactory          Marginal          Unsatisfactory

ADDITIONAL COMMENTS: (Please use this space to provide comments on the above ratings and information on the Contractor's overall performance to include any performance problems that were encountered and if so how they were resolved).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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