

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Addendum to 52.212-1

E.1.2 Provisions Incorporated By Reference

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)

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

E.1.3 Proposal Instructions

Offers shall comprise of four volumes shown in the table below.

Document	Factors	Page Limitation/Format
Cover letter		2 pages, Word Doc or PDF
Volume I	Technical* Mandatory - Bottled Water Optional - Extended Shelf Life	10 pages, Word Doc or PDF 10 pages, Word Doc or PDF
Volume II	Past Performance	12 pages, Word Doc or PDF
Volume III	Price	No page limit: Must complete attached pricing schedule in Excel Spreadsheet with no locks or hidden formulas, tabs, sheets
Volume IV	Small Business Subcontracting Plan (For Large Business Offerors only)	10 pages, Word Doc or PDF

***NOTE: Offerors must propose for the bottled water requirement. Offerors are encouraged to also propose for the extended shelf life requirement. However, any offeror proposing on extended shelf life only (without meeting the bottled water requirement) will not be evaluated and will not be considered for award.**

Volume I shall address Factor 1-Technical, Volume II shall address Factor 2- Past performance, Volume III shall address Factor 3-Price, and Volume IV shall address Factor 4-Small Business Subcontracting Plan. Each volume shall contain a table of content as needed which will not count towards the page limitation.

Offerors shall use standard 8 ½ x 11" size pages with 1" margins (on all sides), and for both Volumes I and II, and a front and back side of a page will count as two pages. Additionally, a minimum font size of 12 shall be used for all regular text, a minimum font size of 11 shall be used for all tables and graphics, and all pages shall include numbering.

This is a Multiple Award Indefinite Delivery/Quantity (IDIQ) type acquisition. The Government intends to evaluate offers and award contracts without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions, if later determined by the Contracting Officer (CO) to be necessary. The Government may reject any or all offers if such action is in the Government's interest; accept other than the lowest priced offer; and/or waive informalities and minor irregularities in offers received.

The Government will award a Contract to the Offeror(s) whose offer is most advantageous to the Government, based on the factors contained in the solicitation. This determination shall be conducted via the Lowest-Price, Technically Acceptable (LPTA) evaluation process. The Government will make an award to the responsive and responsible Offeror(s) with the lowest priced offer that is considered technically acceptable based upon the non-price evaluation factors. A responsive Offeror means a complete offer was submitted to the Government prior to RFP closing time and date, and all aspects of the offer comply with the instructions and requirements of the solicitation. A responsible Offeror means that the Offeror is registered in SAM.GOV. The Offeror's information in SAM.GOV is accurate, complete, and up to date as of the time of the Offeror's response to this RFP. A responsible Offeror means no reason(s) exist(s) for the Government to make a determination of non-responsibility in accordance with FAR Part 9.

Offeror shall submit all pricing information on the Excel spreadsheet provided in Attachment 1 - Price schedule. Offerors must provide pricing for Bottled Water, and in addition, may provide pricing for Extended Shelf Life. The Government reserves the right to award one CLIN or all CLINS to an Offeror.

Offerors proposing for the Extended Shelf Life water are required to submit a non-returnable sample of the Extended Shelf Life Water along with their proposal.

Offerors shall submit their electronic proposals to:
 Contract Specialist: jonathan.iqwebueze@fema.dhs.gov
 Contracting Officer: monique.park@fema.dhs.gov

Questions are due on 12 noon EST, Friday, June 16, 2017.

Proposals may be submitted in multiple emails based on attachment size limitations with indication on subject line how many emails will be submitted.

Proposals are due on 12 noon EST, Friday, June 30, 2017.

Offerors shall submit extended shelf life water sample to:
 Federal Emergency Management Agency
 ATTN: Jonathan Igwebueze
 500 C Street SW, Washington DC 20472

Samples are due on 12 noon EST, Friday, June 30, 2017.

Proposal and product sample must be received by their respective closing date and time, no postmarks accepted. Proposal or sample received after closing date and time will not be accepted, and the Offeror will be determined nonresponsive.

FACTOR 1: TECHNICAL

Offerors must clearly demonstrate in their proposal their capability to meet the factor requirements.

Bottled Water: Emergency Response & Steady State

The Offerors shall demonstrate their ability to meet the requirement and all technical specification in the SOW. The Offerors must provide a response to ALL questions to be considered for this requirement. The Offerors must be able to meet all technical specifications in the SOW, not limited to, but including the following major criteria:

1. Does the Offeror have ability to meet the emergency response delivery requirements as specified?
Must be able to meet the emergency response requirements as follows:
 - a. 900,000 liters (50TL) per day delivery and within 24 hours of CO delivery order approval;
 - b. Accumulative total 1,800,000 (100TL) delivery by Day 2, within 48 hours of CO delivery order approval.
 - c. Accumulative total 2,700,000 (150TL) delivery by Day 3, within 72 hours of CO delivery order approval.
2. Does the Offeror have ability to meet its maximum production capability and a plan to respond to emergency requests? Offeror shall provide a plan demonstrating its ability to respond to emergency requests.
3. Does the Offeror's product meet the minimum 24 month shelf life? Must be able to meet the 24 month shelf life as identified in the SOW. An 18 month shelf life may be acceptable, in an emergency situation, if negotiated with CO prior to delivery order award.
4. During Steady State, can the Offeror deliver a minimum of one (1) truckload of drinking water, within 30 days of award, to the FEMA Distribution Center as directed?
5. Can the Offeror electronically monitor and report locations of shipments from origin to destination on a real time basis? Must be able to continuously electronically monitor and report location of shipments from origin to destination (Example; real time GPS).
6. Can the Offeror drop its trailers for a minimum of 30 days at a disaster site during an emergency response? During an emergency response, must be able drop trailers for a minimum of 30 days.
7. Does the Offeror's product meet the packaging, packing, and marking requirements as specified in the SOW? Must have the capability to meet the packaging requirements of the SOW.

Optional - Extended Shelf life Water: Steady State

The Offerors must demonstrate their ability to meet the requirement by providing a response to each question. The Offerors must respond to ALL questions to be considered for this requirement. The Offerors must be able to meet all technical specifications in the SOW, not limited to, but including the following major criteria:

1. Does the Offeror's product meet the requirements as specified in the SOW?
2. Does the Offeror's product meet the minimum shelf life as identified in the SOW? Must be able to meet the 60 month minimum shelf life as identified in the SOW.
3. Can the Offeror track individual truckloads from origin to destination to provide immediate product location as specified? Must be able to continuously electronically monitor and report location of shipments from origin to destination (Example; real time GPS).
4. Does the Offeror's product meet the packaging specification? Must have the capability to meet the packaging requirements of the SOW.

FACTOR 2: PAST PERFORMANCE

The Offeror shall provide no less than three (3) Past Performance Questionnaires (PPQ) and customer/client references (within three (3) years from date of proposal submission due date) for which they performed as a prime or a subcontractor on contracts of a similar scope and nature to the work identified in the SOW. Contracts listed may include those entered into with the Federal Government, State and local Government agencies, and commercial customers. Contracts with the Offeror's parent company or an affiliate of the Offeror may not be used.

The Past Performance submission shall include the following information:

1. Name of Company/Agency
2. Point of Contact
3. Current Telephone Number and Email Address
4. Title of Work
5. Period of Performance
6. Value (\$) and Quantity

The Government will consider the above information, as well as information obtained from any other sources, when evaluating the Offeror's past performance. The Government will not restrict its consideration to the information provided in the proposal and may consider any other available information. The evaluation of past performance will focus on how well the Offeror completed work performed under its experience. The Offeror will not be evaluated either favorably or unfavorably if it lacks relevant past performance.

The Government is not restricted from evaluating and considering other relevant Past Performance information in its possession, such as that Past Performance Information Retrieval Systems (PPIRS), and may contact references for any information that comes into its possession.

FACTOR 3: PRICE

The Offeror shall complete the Attachment 1 Pricing Schedule. The Offeror shall propose the UNIT COST for each CLIN/subCLINS. The proposed UNIT COSTS shall be based on the requirements of the SOW.

Price Schedule – Instructions

Offerors shall complete the attached Excel price schedule and submit it in electronic Excel format. The unit prices for each CLIN/SubCLINs submitted in the price schedule will be utilized for IDIQ evaluation and award, as well as future Delivery Order award purposes.

- a. Bottled Water Pricing:
 - i. Shipping shall be included in the unit price for all Steady State CLINs
 - ii. Shipping shall be included in the unit price for all Emergency Site CLINs
- b. Extended Shelf Life Pricing (Optional):
 - i. Shipping shall be included in the unit price for all Distribution Centers (Caribbean, Guam, Hawaii, Moffett)
- c. Transportation:
 - i. Appropriate diversion unit rates shall be included
- d. Training: For Base Period Only. For evaluation purpose, Offeror shall use the with Not-To-Exceed amount of \$2000.

FACTOR 4: SMALL BUSINESS SUBCONTRACTING PLAN (Large Business only):

Offerors shall submit their Small Business Subcontracting Plan for incorporation into the task order.

For Offerors who are “other than Small Business”, the proposed Small Business Subcontracting Plan shall be evaluated for adequacy; realism of the planned small business participation; and ensuring the required information, goals, and assurances are included. Any targets specified in the Business Subcontracting Plan will be incorporated into and become part of the resulting contract. Evaluation of Small Disadvantaged Business participation as required by FAR 19.102 will be assessed based on consideration of the information presented in the offeror’s Business Subcontracting Plan.

Category	Agency Small Business Subcontracting Goal
Total Small Business	39%
Total Small Disadvantaged Businesses (both Section 8(a) and non-Section 8(a) firms)	5% *
Woman-owned Small Businesses	5%*
Service-Disabled Veteran-Owned Small Businesses	3%*
Historically Underutilized Empowerment Zone	3%*

* Represents a subset percentage of the Total Small Business goal (for examples, if 3% is awarded to Woman- owned Small Businesses, that 3% would also apply the Total Small Business’ subcontracting goal.

The contractor may utilize the above Agency Small Business Subcontracting Plan submitted for the IDIQ, or may propose new higher subcontracting goals.

(End of Addendum to 52.212-1)

E.2 52.212-2 Evaluation - Commercial Items. (OCT 2014)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Basis for Award:

The awards will be made based on a Lowest Priced Technically Acceptable (LPTA) basis. The evaluation criteria consists of the following: Technical, Past Performance, Price, and Subcontracting Plan.

All offers received in response to the RFP will be ranked from lowest to highest based on the total evaluated price as stated in Volume III. The Government will then evaluate for technical acceptability Volume I, Past Performance Volume II, and Subcontracting Plan Volume IV. Accordingly, each non-price evaluation factor has equal importance for purposes of determining technical acceptability. As part of the Volume I technical acceptability evaluation process, the factor must receive an "Acceptable" rating in order for Volume I to be considered technically acceptable. Past Performance must receive either a "Satisfactory" or "Neutral" rating to be considered technically acceptable. Subcontracting Plan, for large businesses only, must receive an "Acceptable" rating in order for Volume IV to be considered technically acceptable.

FEMA will make as many awards necessary to ensure maximum delivery capacity and that delivery order competition can be achieved thereafter.

The Government will evaluate pricing for accuracy and completeness based on information submitted by the Offeror. This process will involve verification that figures are correctly calculated, pricing is presented in the requested format, and that the prices for proposed supplies and any applicable discounts are accurate.

2. Evaluation Factors:

All information provided in the offeror's proposal shall be evaluated in accordance with the following evaluation factors. All offerors must provide the requested information identified in Section E.1.3. Failure to provide the required documents will result in no further evaluation of the offeror's proposal, thus, the offer will not be considered for award.

FACTOR 1: TECHNICAL**Bottled Water: Emergency Response & Steady State**

Offerors will be evaluated on their ability to demonstrate technical sufficiency in their proposed technical approach to perform and support the requirements of the SOW.

The technical proposal will be evaluated on the offeror's ability to meet the emergency response and steady state delivery specifications.

The Government will evaluate the Offeror's ability to meet its maximum production capability and a plan to respond to emergency requests.

The Government will evaluate the Offeror's ability to meet the minimum 24 month shelf life.

The Government will evaluate on the offeror's ability to electronically monitor and report locations of shipments from origin to destination on a real time basis.

The Government will evaluate the Offeror's ability to deliver a minimum of one (1) truckload of drinking water within 30 days of award to the FEMA Distribution Center as directed.

The Government will evaluate each offeror's ability to drop trailers for a minimum of 30 days at a disaster site during an emergency response. The technical proposal will also evaluate whether the Offeror's product meet the packaging, packing, and marking requirements as specified in the SOW.

Extended Shelf life Water: Steady State (Optional)

Offerors will be evaluated on their ability to demonstrate technical sufficiency in their proposed technical approach to perform and support the requirements of the SOW.

The technical proposal will be evaluated on the offeror's ability to meet the product requirement, the minimum shelf life, and the packaging standard as specified in the SOW.

The Government will evaluate the Offeror's ability to track individual truckloads from origin to destination to provide immediate product location.

The Technical Evaluation Team will utilize the standards below to assist in the selection of technical adjectival ratings:

Evaluation Rating for Technical Factors		
Rating		Definition
Acceptable	A	The proposal meets all minimum requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. The Government has a reasonable expectation that the Offeror can/will successfully perform.
Unacceptable	U	The proposal fails to meet all minimum requirements and does not demonstrate an understanding of the goals and objectives of the acquisition. The Government has deemed the risk for potential unsuccessful performance has increased to the point that it is determined to not be the best interest of the Government to further consider the Offeror.

FACTOR 2: PAST PERFORMANCE

Past Performance will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform the SOW. The Government will evaluate the submitted PPQs and may consider other relevant Past Performance information in its possession, such as that Past Performance Information Retrieval Systems (PPIRS).

If the Contractor fails to meet a technical rating of "Satisfactory" for Factor 2: Past Performance, the contractor will be eliminated from the competitive range and no other Factor: Subcontracting Plan, or Price will be evaluated or considered.

The Government will utilize the standards below to assist in the selection of Past Performance adjectival ratings:

Evaluation Ratings for Past Performance		
Rating		Definition
Satisfactory	S	Based on the Offeror's past performance record, it is likely that the Offeror will successfully perform the required effort.
Neutral	N	An offeror without relevant past performance, or for whom information on past performance is not available, will be given a neutral rating. This is neither a negative or positive assessment.
Unsatisfactory	U	Based on the Offeror's performance record, it is not likely that the offeror will successfully perform the required effort.

FACTOR 3: PRICE

The Government will evaluate pricing for accuracy and completeness based on information submitted by the Offeror's Volume III. This process will involve verification that figures are correctly calculated, pricing is presented in the requested format, and that the prices for proposed supplies and any applicable discounts are accurate. This factor will also be evaluated utilizing price analysis techniques identified in FAR Part 15.404-1. The analysis will include review of price reasonableness.

Offerors are cautioned that unreasonably high or unrealistically low prices may cause your proposal to be deemed unacceptable and rejected.

Price evaluation will be based on the average of unit costs for each CLIN/subCLIN. The average of each CLIN/subCLIN will be added for the base and each option year. The total for each year will be added to determine the total evaluated price as follows:

For Bottled Water proposed only:

The average unit price of the subCLINs will be added for the base and each option year to determine the total evaluated price.

$X0001(AA-AE) + X0002 (AA-AD) + X0003 (AA-AE) + X0005 + 0006^* = \text{Total Evaluated Price (TEP)}$

**Only Base Year has 0006 Training cost*

TEP will be utilized for LPTA determination.

Extended Shelf Life (Optional):

$0004 (AA-AD) + 1004 (AA-AD) + 2004 (AA-AD) + 3004 (AA-AD) + 4004 (AA-AD) = \text{Total Extended Shelf Life Water Price.}$

Total Extended Shelf Life Water price will be evaluated separately for Price Reasonableness analysis, and will not be included in the TEP for LPTA determination.

The Government will determine whether total evaluated prices are fair and reasonable in accordance with FAR 15.404-1(b) Price analysis for commercial and non-commercial items.

Evaluation of Options (FAR 52.217-5). The Government will evaluate offers for award purposes by adding the total price for all options. Evaluation of options will not obligate the Government to exercise the option(s).

Unbalanced Pricing. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced in accordance with FAR 15.404-1(g).

FACTOR 4: SMALL BUSINESS SUBCONTRACTING PLAN (Large Business only):

The Large Business Offeror's proposed Small Business Subcontracting Plan Control Plan will be evaluated for adequacy, realism of the planned small business participation, and ensuring the required information, goals, and assurances are included.

The Large Business Offerors will be evaluated on whether they submit a subcontracting plan in accordance with the requirements identified in the Department of Homeland Security Subcontracting Plan Review Checklist (DHS Form 700-23). See Attachment 5. Offerors will be evaluated on the level of commitment that they are demonstrating for the proposed acquisition—with respect to meeting FEMA's small business subcontracting goals.

For the plan to be determined acceptable, the Offeror's SBSP must have a "Yes" in all of the factors identified in the DHS SBSP Checklist. A "No" in any of the factors will result in the SBSP being rated not acceptable.

Evaluation Rating for Small Business Subcontracting Plan Factors	
Rating	Definition

Acceptable	A	Meets all evaluation factors identified in DHS SBSP Checklist DHS Form 700-23.
Unacceptable	U	Fails to meet some or all of evaluation factors identified in DHS SBSP Checklist DHS Form 700-23.

(a) Technical and Past Performance, when combined, are lower than price

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to 52.212-2

E.2.1 Provisions Incorporated by Reference

52.209-7 Information Regarding Responsibility Matters

52.216-27 Single or Multiple Awards (OCT 1995)

(End of Addendum to 52.212-2)

E.3: 52.212-3 Offeror Representations and Certifications-Commercial Items. (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions*. As used in this provision-

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means-

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To

determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: "Guidance for Executive Order 13673, 'Fair Pay and Safe Workplaces'". The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are-

- (1) Department of Labor Wage and Hour Division (WHD) for-
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for-
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for-
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for-
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of "labor laws".

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 service-disabled 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 size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The

extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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 business concern means a concern which 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.

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.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

(Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(10) *HUBZone small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) *Previous contracts and compliance.* The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to

provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act"

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation

entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No. _____

\$(List as necessary)

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

 \$(List as necessary)

(g)(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
(List as necessary)	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No. _____

Country of origin _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ 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 Federal, state or local government 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, violating Federal criminal tax laws, or receiving stolen property,

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*.
(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this

solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification.* (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that-

(i) It ___ is, ___ is not an inverted domestic corporation; and

(ii) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ___ has or ___ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: [].

Immediate owner legal name: [(Do not use a "doing business as" name)].

Is the immediate owner owned or controlled by another entity: [] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [].

Highest-level owner legal name: [(Do not use a "doing business as" name)].

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a

determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____ (Do not use a "doing business as" name).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ___ does ___ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ___ does ___ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief (*Offeror to check appropriate block*):

___ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

____(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide-

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at *www.sam.gov*, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation. (Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)).* (i) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

E.4 52.233-2 Service of Protest. (SEP 2006)

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

Monique Park
Contracting Officer
DHS/Federal Emergency
Management Agency
500 C St SW 3rd Floor
Washington, DC 24702

(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)

E.4.1 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

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

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

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

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

Pursuing an agency protest does not extend the time for obtaining a stay at GAO. These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

A. Definitions.

1. "Agency protest" is one that may be filed with either the contracting officer or the officer responsible for the resolution of all agency protests filed at the level above the contracting officer.

2. "Ombudsman" is the agency official above the level of the contacting officer designated by the Director of Acquisitions Operations to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the ombudsman.

3. "Day" is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is Saturday, Sunday, or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

B. Submission Guidelines.

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

<p>Monique Park Contracting Officer DHS/Federal Emergency Management Agency 500 C St SW 3rd Floor Washington, DC 24702</p>	<p>and</p>	<p>Tyuna Bailey Agency Task Order Ombudsman DHS/Federal Emergency Management Agency 500 C St SW 3rd Floor Washington, DC 24702</p>
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2. The outside of the envelope or beginning of the FAX transmission must be marked “Agency Protest”. If the protester submits the protest directly through the ombudsman, the protester must also, within one (1) day of submitting the protest to the ombudsman, submit a copy of the protest to the responsible contracting officer either by FAX transmission or by “Certified Mail” (Return Receipt Requested).

3. To be filed on a given day, protests and any subsequent appeals must be received by 4:30p.m., current-local time. Any protests received after that time will be considered to be filed on the next day.

4. Protest submission will not be considered filed until all of the following information is provided:

- a. The protester’s name, address, telephone number and fax number;
- b. The solicitation or contract number;
- c. A detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;
- d. Copies of relevant documents;
- e. A request for ruling by the agency;
- f. A statement detailing the form of relief requested;
- g. All information establishing that the protester is an interested party for the purposes of filings a protest; and
- h. All information establishing the timeliness of the protest.

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

C. Timeliness/Resolution of Protests.

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

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

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

D. Appeals.

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

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

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

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


E. Protests filed through the ombudsman:

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

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

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

1. REQUISITION NUMBER: _____ PAGE OF: 1 38
 2. CONTRACT NO. HSFE70-17-D-0019
 3. AWARD/EFFECTIVE DATE: 09/05/2017
 4. ORDER NUMBER: _____
 5. SOLICITATION NUMBER: HSFE70-17-R-0019
 6. SOLICITATION ISSUE DATE: _____

7. **FOR SOLICITATION INFORMATION CALL:**  a. NAME: Jonathan Igwebueze
 b. TELEPHONE NUMBER (No collect calls): 2022122802
 8. OFFER DUE DATE/LOCAL TIME: ES

9. ISSUED BY: FEDERAL EMERGENCYMANAGEMENT AGENCY
 500 C STREET SW
 WASHINGTON DC
 CODE: FEMA
 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS: 312112
 SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):
 13b. RATING: _____
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: Multiple Destinations
 CODE: _____
 16. ADMINISTERED BY: FEDERAL EMERGENCYMANAGEMENT AGENCY
 500 C STREET SW
 WASHINGTON DC
 CODE: FEMA

17a. CONTRACTOR/OFFEROR: COMPOSITE ANALYSIS GROUP INC
 ATTN JOE LIPSEY JR
 LIPSEY MOUNTAIN SPRING WATER
 PO BOX 1246
 NORCROSS GA 30091
 CODE: 611367145
 FACILITY CODE: _____
 18a. PAYMENT WILL BE MADE BY: FEMA FINANCE CENTER
 FEMA FINANCE CENTER
 PO BOX 9001
 WINCHESTER VA 22604
 CODE: FEMA
 TELEPHONE NO.: 7704490001

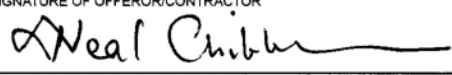
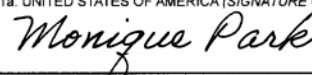
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 611367145 This Indefinite Delivery Indefinite Quantity Contract is to provide Bottled Water delivery during a Declared Disaster and during Steady State. Ceiling amount is Not-to-Exceed \$40,615,957.15. This maximum is based upon the average annual expenditure for readiness over the last 10 years. However, in the event of a Presidential Declaration for a disaster, the Government will utilize this contract to respond to disasters by increasing the ceiling of the (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): 
 30b. NAME AND TITLE OF SIGNER (Type or print): Neal Chibba, Sr. VP
 30c. DATE SIGNED: 5 Sept 2017
 31b. NAME OF CONTRACTING OFFICER (Type or print): Monique Park
 31c. DATE SIGNED: 9/5/2017

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>contract to perform services in the specific state(s) and/or the affected areas. Due to the nature of disaster response and recovery, FEMA is unable to predict or estimate the maximum ceiling for disaster operations. However, in a disaster situation, contractors should expect to meet this increased ceiling amount.</p> <p>See Attachment 1 Price Schedule for each CLIN/subCLIN unit price incorporated to the IDIQ contract.</p> <p>Refer to Attachments 2 and 3 Statement of Work for Delivery location information. Specific delivery location information will vary per Task Order.</p> <p>Attachment 4 is Delivery Order Instructions incorporated to the IDIQ contract.</p> <p>Contracting Officer: Monique Park, Monique.park@fema.dhs.gov</p> <p>Contracting Officer's Representative - Primary: Christopher Ferguson, Christopher.ferguson@fema.dhs.gov</p> <p>Contracting Officer's Representative - Alternate: Jeffery Green, Jeffery.Green@fema.dhs.gov</p> <p>AAP Number: N/A DO/DPAS Rating: NONE</p> <p>Period of Performance: 09/05/2017 to 09/04/2022</p> <p>Bottled Water 24 months shelf life for steady stay Continued ...</p>		LT	0.00	

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

COMPOSITE ANALYSIS GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001AA	Bottled Water - Steady State Site 1 (DC Atlanta) Obligated Amount: \$0.00 Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354		LT	0.00	
0001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) Obligated Amount: \$0.00 Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115		LT	0.00	
0001AC	Bottled Water - Steady State Site 3 (DC Frederick) Obligated Amount: \$0.00 Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704		LT	0.00	
0001AD	Bottled Water - Steady State Site 4 (THU Cumberland) Obligated Amount: \$0.00 Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD		LT	0.00	
0001AE	Bottled Water - Steady State Site 5 (DC Moffett) Obligated Amount: \$0.00 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	
0002	Bottled Water 24 months- Emergency		LT	0.00	
0002AA	Bottled Water - Emergency Site Zone 1 Obligated Amount: \$0.00 Continued ...		LT	0.00	

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NAME OF OFFEROR OR CONTRACTOR
COMPOSITE ANALYSIS GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 000000 VARIOUS LOCATIONS				
0002AB	Bottled Water - Emergency Site Zone 2 Obligated Amount: \$0.00 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	
0002AC	Bottled Water - Emergency Site Zone 3 Obligated Amount: \$0.00 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	
0002AD	Bottled Water - Emergency Site Zone 4 Obligated Amount: \$0.00 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	
0003	Transportation		DA	0.00	
0003AA	Drop Trailer Rate (per day)		DA	0.00	
0003AB	Diversion Rate (per mile)		DH	0.00	
0003AC	Labor (Driver) Rate (per hour)		HR	0.00	
0003AD	Power only to Transport Loaded Trailer (per mile)		DH	0.00	
0003AE	Power and Trailer Transport (per mile)		DH	0.00	
0004	OPTIONAL - Extended Shelf Life Water (60 Months shelf Life)		LT	0.00	
0004AA	Extended Shelf Life Water - DC Caribbean Obligated Amount: \$0.00 Delivery Location Code: PR4022 FEMA WAREHOUSE SAN JUAN INDUSTRIAL PARK Continued ...		LT	0.00	

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NAME OF OFFEROR OR CONTRACTOR

COMPOSITE ANALYSIS GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SAN JUAN PR 00926				
0004AB	Extended Shelf Life Water - DC Guam Obligated Amount: \$0.00 Delivery Location Code: GU6934 BARRIGADA 474 W ROUTE 8 BARRIGADA GU		LT	0.00	
0004AC	Extended Shelf Life Water - DC Hawaii Obligated Amount: \$0.00 Delivery Location Code: HI6979 HAW SUGAR PLANTERS 99-193 AIEA HEIGHTS AIEA HI		LT	0.00	
0004AD	Extended Shelf Life Water - DC Moffett Obligated Amount: \$0.00 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	
0005	Restocking Fee for unshipped water		LT	0.00	
0006	Training - Cost Reimbursable, Not-to-Exceed \$2000		LT	0.00	
1001	Option I -Bottled water 24 months Shelf Life Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		LT	0.00	0.00
1001AA	Bottled Water - Steady State Site 1 (DC Atlanta) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354		LT	0.00	0.00
1001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Continued ...		LT	0.00	0.00

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
COMPOSITE ANALYSIS GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115				
1001AC	Bottled Water - Steady State Site 3 (DC Frederick) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704		LT	0.00	0.00
1001AD	Bottled Water - Steady State Site 4 (THU Cumberland) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD		LT	0.00	0.00
1001AE	Bottled Water - Steady State Site 5 (DC Moffett) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	0.00
1002	Option I -Bottled water 24 months Shelf Life-Emergency Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		LT	0.00	0.00
1002AA	Bottled Water - Emergency Site Zone 1 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
	Continued ...				

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

COMPOSITE ANALYSIS GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002AB	Bottled Water - Emergency Site Zone 2 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
1002AC	Bottled Water - Emergency Site Zone 3 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
1002AD	Bottled Water - Emergency Site Zone 4 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
1003	Option I -Transportation Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		LT	0.00	0.00
1003AA	Drop Trailer Rate (per day) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		DA	0.00	0.00
1003AB	Diversion Rate (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		DH	0.00	0.00
1003AC	Labor (Driver) Rate (per hour) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		HR	0.00	0.00
1003AD	Power only to Transport Loaded Trailer (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		DH	0.00	0.00
1003AE	Power and Trailer Transport (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Continued ...		DH	0.00	0.00

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COMPOSITE ANALYSIS GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1004	OPTIONAL - Option I Extended Shelf Life Water (60 Months shelf Life) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018		LT	0.00	0.00
1004AA	Option I: Extended Shelf Life Water - DC Caribbean Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: PR4022 FEMA WAREHOUSE SAN JUAN INDUSTRIAL PARK SAN JUAN PR 00926		LT	0.00	0.00
1004AB	Option I: Extended Shelf Life Water - DC Guam Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: GU6934 BARRIGADA 474 W ROUTE 8 BARRIGADA GU		LT	0.00	0.00
1004AC	Option I: Extended Shelf Life Water - DC Hawaii Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: HI6979 HAW SUGAR PLANTERS 99-193 AIEA HEIGHTS AIEA HI		LT	0.00	0.00
1004AD	Option I: Extended Shelf Life Water - DC Moffett Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	0.00
1005	Restocking Fee for unshipped water Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2018 Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	Option II -Bottled water 24 months Shelf Life Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019		LT	0.00	0.00
2001AA	Bottled Water - Steady State Site 1 (DC Atlanta) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354		LT	0.00	0.00
2001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115		LT	0.00	0.00
2001AC	Bottled Water - Steady State Site 3 (DC Frederick) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704		LT	0.00	0.00
2001AD	Bottled Water - Steady State Site 4 (THU Cumberland) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD		LT	0.00	0.00
2001AE	Bottled Water - Steady State Site 5 (DC Moffett) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: FEMA/LMD CA Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035				
2002	Option II -Bottled water 24 months Shelf Life- Emergency Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019		LT	0.00	0.00
2002AA	Bottled Water - Emergency Site Zone 1 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
2002AB	Bottled Water - Emergency Site Zone 2 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
2002AC	Bottled Water - Emergency Site Zone 3 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
2002AD	Bottled Water - Emergency Site Zone 4 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
2003	Option II -Transportation Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019		LT	0.00	0.00
2003AA	Drop Trailer Rate (per day) Amount: \$0.00 (Option Line Item) Continued ...		DA	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Date Option to be Exercised09/05/2019				
2003AB	Diversion Rate (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019		DH	0.00	0.00
2003AC	Labor (Driver) Rate (per hour) Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019		HR	0.00	0.00
2003AD	Power only to Transport Loaded Trailer (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019		DH	0.00	0.00
2003AE	Power and Trailer Transport (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019		DH	0.00	0.00
2004	OPTIONAL - Option II Extended Shelf Life Water (60 Months shelf Life) Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019		LT	0.00	0.00
2004AA	Option II: Extended Shelf Life Water - DC Caribbean Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019 Delivery Location Code: PR4022 FEMA WAREHOUSE SAN JUAN INDUSTRIAL PARK SAN JUAN PR 00926		LT	0.00	0.00
2004AB	Option II: Extended Shelf Life Water - DC Guam Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019 Delivery Location Code: GU6934 BARRIGADA 474 W ROUTE 8 BARRIGADA GU		LT	0.00	0.00
2004AC	Option II: Extended Shelf Life Water - DC Hawaii Amount: \$0.00 (Option Line Item) Date Option to be Exercised09/05/2019 Delivery Location Code: HI6979 Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	HAW SUGAR PLANTERS 99-193 AIEA HEIGHTS AIEA HI				
2004AD	Option II: Extended Shelf Life Water - DC Moffett Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	0.00
2005	Restocking Fee for unshipped water Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2019		LT	0.00	0.00
3001	Option III -Bottled water 24 months Shelf Life Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		LT	0.00	0.00
3001AA	Bottled Water - Steady State Site 1 (DC Atlanta) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354		LT	0.00	0.00
3001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115		LT	0.00	0.00
3001AC	Bottled Water - Steady State Site 3 (DC Frederick) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FREDERICK MD 21704				
3001AD	Bottled Water - Steady State Site 4 (THU Cumberland) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD		LT	0.00	0.00
3001AE	Bottled Water - Steady State Site 5 (DC Moffett) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	0.00
3002	Option III -Bottled water 24 months Shelf Life-Emergency Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		LT	0.00	0.00
3002AA	Bottled Water - Emergency Site Zone 1 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
3002AB	Bottled Water - Emergency Site Zone 2 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
3002AC	Bottled Water - Emergency Site Zone 3 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: 000000 Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	VARIOUS LOCATIONS				
3002AD	Bottled Water - Emergency Site Zone 4 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
3003	Option III -Transportation Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		LT	0.00	0.00
3003AA	Drop Trailer Rate (per day) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		DA	0.00	0.00
3003AB	Diversion Rate (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		DH	0.00	0.00
3003AC	Labor (Driver) Rate (per hour) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		HR	0.00	0.00
3003AD	Power only to Transport Loaded Trailer (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		DH	0.00	0.00
3003AE	Power and Trailer Transport (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		DH	0.00	0.00
3004	OPTIONAL - Option III Extended Shelf Life Water (60 Months shelf Life) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		LT	0.00	0.00
3004AA	Option III: Extended Shelf Life Water - DC Caribbean Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: PR4022 FEMA WAREHOUSE Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SAN JUAN INDUSTRIAL PARK SAN JUAN PR 00926				
3004AB	Option III: Extended Shelf Life Water - DC Guam Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: GU6934 BARRIGADA 474 W ROUTE 8 BARRIGADA GU		LT	0.00	0.00
3004AC	Option III: Extended Shelf Life Water - DC Hawaii Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: HI6979 HAW SUGAR PLANTERS 99-193 AIEA HEIGHTS AIEA HI		LT	0.00	0.00
3004AD	Option III: Extended Shelf Life Water - DC Moffett Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	0.00
3005	Restocking Fee for unshipped water Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2020		LT	0.00	0.00
4001	Option IV Bottled water 24 months Shelf Life Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		LT	0.00	0.00
4001AA	Bottled Water - Steady State Site 1 (DC Atlanta) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354 Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115		LT	0.00	0.00
4001AC	Bottled Water - Steady State Site 3 (DC Frederick) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704		LT	0.00	0.00
4001AD	Bottled Water - Steady State Site 4 (THU Cumberland) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD		LT	0.00	0.00
4001AE	Bottled Water - Steady State Site 5 (DC Moffett) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035		LT	0.00	0.00
4002	Option IV Bottled water 24 months Shelf Life- Emergency Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		LT	0.00	0.00
4002AA	Bottled Water - Emergency Site Zone 1 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 000000 VARIOUS LOCATIONS				
4002AB	Bottled Water - Emergency Site Zone 2 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
4002AC	Bottled Water - Emergency Site Zone 3 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
4002AD	Bottled Water - Emergency Site Zone 4 Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: 000000 VARIOUS LOCATIONS		LT	0.00	0.00
4003	Option IV Transportation Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		LT	0.00	0.00
4003AA	Drop Trailer Rate (per day) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		DA	0.00	0.00
4003AB	Diversion Rate (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		DH	0.00	0.00
4003AC	Labor (Driver) Rate (per hour) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		HR	0.00	0.00
4003AD	Power only to Transport Loaded Trailer (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Continued ...		DH	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003AE	Power and Trailer Transport (per mile) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		DH	0.00	0.00
4004	OPTIONAL - Option IV Extended Shelf Life Water (60 Months shelf Life) Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		LT	0.00	0.00
4004AA	Option IV: Extended Shelf Life Water - DC Caribbean Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: PR4022 FEMA WAREHOUSE SAN JUAN INDUSTRIAL PARK SAN JUAN PR 00926		LT	0.00	0.00
4004AB	Option IV: Extended Shelf Life Water - DC Guam Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: GU6934 BARRIGADA 474 W ROUTE 8 BARRIGADA GU		LT	0.00	0.00
4004AC	Option IV: Extended Shelf Life Water -DC Hawaii Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: HI6979 HAW SUGAR PLANTERS 99-193 AIEA HEIGHTS AIEA HI		LT	0.00	0.00
4004AD	Option IV: Extended Shelf Life Water -DC Moffett Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021 Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Continued ...		LT	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4005	Restocking Fee for unshipped water Amount: \$0.00 (Option Line Item) Date Option to be Exercised 09/05/2021		LT	0.00	0.00

SECTION B - CONTINUATION BLOCK

Block 17b: Remittance Address: Payment shall be made to the Financial Institution listed in System for Award Management (SAM).

Block 25: ACCOUNTING AND APPROPRIATION DATA: To be included on the Task Order

B.1 PRICE/COST SCHEDULE

See Attachment D.1: Price Schedule

B.2 PERIOD OF PERFORMANCE

The Period of Performance for CLIN 0001-0006 shall be from date of contract award through 12 months.

1. If Option 1 is exercised, the Period of Performance for CLIN 1001 -1005 shall be from the effective date of the option through 12 months.
2. If Option 2 is exercised, the Period of Performance for CLIN 2001 - 2005 shall be from the effective date of the option through 12 months.
3. If Option 3 is exercised, the Period of Performance for CLIN 3001 - 3005 shall be from the effective date of the option through 12 months.
4. If Option 4 is exercised, the Period of Performance for CLIN 4001 - 4005 shall be from the effective date of the option through 12 months.

B.3 DESCRIPTION OF WORK

See Attachments:

D.2 SOW Bottled Drinking Water

D.3 SOW Extended Shelf Life Water

B.4 DELIVERABLES

See Attachments:

D.2 SOW Bottled Drinking Water

D.3 Extended Shelf Life Water

B.5 DELIVERY LOCATIONS AND DELIVERY SCHEDULE

Distribution Centers (DCs) for Federal Emergency Management Agency:

See Attachments:

D.2 SOW Bottled Drinking Water

D.3 Extended Shelf Life Water

B.5.1 DELIVERY SCHEDULE

Please be aware the proposed delivery schedule provided by the contractor is subject to change due to a FEMA emergency response requirement or an unforeseen priority replenishment requirement. In the event of a change, the FEMA Contracting Officer will coordinate with the contractor and the delivery points of contact to redirect deliveries to the new destination. The contractor is responsible for complying with the delivery schedule and must immediately notify the contracting officer or their designated representative of any issues that may affect the contractor's ability to meet the delivery. Contractors shall be able to track deliveries from point of shipment to point of receipt.

B.5.2 HOURS OF PERFORMANCE

Contractor(s) shall schedule all delivery activities with the appropriate delivery point of contact after award of the delivery order.

B.5.3 TASK ORDER INSTRUCTIONS

See Section D., Attachment 4, Task Order Instructions

B.6 MINIMUM AND MAXIMUM QUANTITIES FOR MULTIPLE AWARD CONTRACTS

B.6.1 As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this contract, the guaranteed contract minimum is 18,000 liters of Bottled Drinking Water or 18,000 liters of Extended Shelf Life

Drinking Water to include the base and option periods. The contract ceiling amount shall not exceed \$40.6 million. This maximum is based upon the average annual expenditure for readiness over the last 10 years. However, in the event of a Presidential Declaration for a disaster, the Government will utilize this contract to respond to disasters by increasing the ceiling of the contract to perform services in the specific state(s) and/or the affected areas. Due to the nature of disaster response and recovery, FEMA is unable to predict or estimate the maximum ceiling for disaster operations. However, in a disaster situation, contractors should expect to meet this increased ceiling amount.

B.7 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

Contractors must submit vouchers electronically, via e-mail, in .pdf format, to the FEMA Finance Center, as stated at Block 20 of the Standard Form 1449 (SF 1449) herein: FEMA Finance: FEMA-Finance-Vendor-Payments@fema.dhs.gov.

A copy of the voucher must be submitted electronically, in .pdf format, via e-mail, to the Contract Specialist, to the Contracting Officer, and to the Contracting Officer Representative, also identified at Block 20 within the SF 1449.

Administrative Contracting Officer:

Name: Monique Park

E-mail: Monique.park@fema.dhs.gov

Contract Specialist:

Name: Jonathan Igwebueze

E-mail: jonathan.igwebueze@fema.dhs.gov

Contracting Officer's Representative:

Name: Chris Ferguson

E-mail: Chris.Ferguson@fema.dhs.gov

SF 1034 and 1035 instructions: SF 1034--Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.

(3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) **Requisition Number and Date** - leave blank.

(5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).