(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

(7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

(11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)  
(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

**INVOICE PREPARATION INSTRUCTIONS SF 1035**

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).
A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date.

**B.7.1 INVOICE APPROVAL**
The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver
Name: Chris Ferguson
Title: Contracting Officer’s Representative
Email: Chris.Ferguson@fema.dhs.gov

**B.7.2 DEFECTIVE INVOICES**
Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice:

Name:
Title:
Email:

**B.8 IDENTIFICATION OF GOVERNMENT OFFICIALS**
The Government Officials assigned to this contract are as follows:
Administrative Contracting Officer:
Name: Monique Park
Phone: 202-212-7781
Email: Monique.park@fema.dhs.gov

Administrative Contract Specialist
Name: Jonathan Igwebueze
Phone: 202-212-2802
Email: Jonathan.Igwebueze@fema.dhs.gov

Contracting Officer's Technical Representative:
Name: Chris Ferguson
Phone: 202-646-2509
Email: Chris.Ferguson@fema.dhs.gov

Clauses:
52.247-34 F.o.b. Destination. (NOV 1991)
52.242-15 Stop Work Order. (AUG 1989)
SECTION C – CONTRACT CLAUSES

C.1 52.212-4 Contract Terms and Conditions - Commercial Items. (JAN 2017) – Incorporated by Reference
See SF 1449 Block 27a.

C.1-1: ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
http://www.acquisision.gov/far/index.html

52.202-1 DEFINITIONS
52.203-3 GRATUITIES
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE
52.203-5 CERTAIN FEDERAL TRANSACTIONS
52.203-7 COVENANT AGAINST CONTINGENTS FEES
52.203-17 ANTI-KICKBACK PROCEDURES
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS
AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER
FIBER CONTENT
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE
MAINTENANCE
52.204-22 ALTERNATIVE LINE ITEM PROPOSAL
52.233-1 DISPUTES
52.233-1 CHANGES-FIXED PRICE
52.246-2 INSPECTION OF SUPPLIES-FIXED PRICE
52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND
OR PROPERTY DAMAGE
52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE
TO FREIGHT OTHER THAN HOUSEHOLD GOODS

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within 5 years from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 18,000 liters of Bottled Drinking Water or 18,000 liters of Extended Shelf Life Drinking Water, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

1. Any order for a single item in excess of 2,700,000 liters of Bottled Drinking Water or 150,000 liters of Extended Shelf Life Drinking Water;

2. Any order for a combination of items in excess of items in excess of 2,700,000 liters of Bottled Drinking Water or 150,000 liters of Extended Shelf Life Drinking Water; or

3. A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be
required to make any deliveries under this contract after 5 years after contract award.

(End of clause)

52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-
(i) In the case of an acquisition with respect to a domestic corporation, by former
shareholders of the domestic corporation by reason of holding stock in the domestic
corporation; or

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

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

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

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

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

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

(ii) Stock of such entity which is sold in a public offering related to an acquisition

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

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

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

e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

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

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

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

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

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

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

(End of Clause)

3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

X 3052.209-72 Organizational Conflicts of Interest.

--- 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

--- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protege Program.

(b) Clauses.

X 3052.203-70 Instructions for Contractor Disclosure of Violations.

--- 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

--- 3052.204-71 Contractor Employee Access.

--- Alternate I

X 3052.205-70 Advertisement, Publicizing Awards, and Releases.

--- 3052.209-73 Limitation on Future Contracting.

--- 3052.215-70 Key Personnel or Facilities.

--- 3052.216-71 Determination of Award Fee.

--- 3052.216-72 Performance Evaluation Plan.

--- 3052.216-73 Distribution of Award Fee.
C.1-2: NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:
1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

C.1-3: PACKAGING, MARKING & LABELING

See Attachments:
D.2 SOW Bottled Drinking Water
D.3 SOW Extended Shelf Life Water

C.1-4: RECORDING KEEPING

Contractor (s) shall maintain current, accurate, and complete records of all shipments and deliveries and ensure that proper signatures by FEMA representatives are obtained for tracking and accountability purposes. The Government reserves the right to request, have access to and audit any and all records and materials related to the record keeping of all shipments and deliveries.

C.1-5: QUALITY REQUIREMENTS:

For all Delivery Orders, the contractor(s) shall perform and confirm Quality Control testing of the finished product to meet the specification outlined in Section B.

C.1-6: DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATIONS

Delivery orders under this contract may include a priority rating under the Defense Priorities and Allocation System (DPAS) regulation (15 CFR, part 700). Anyone receiving a DPAS rated order is required to follow all provisions of the DPAS regulation. The priority rating will be provided on the SF1449 in Box 13a and 13b when the Delivery Order is issued.
C.2. 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)


(5) (Reserved)


[ ] (10) (Reserved)


[ ] (ii) Alternate I (NOV 2011) of 52.219-3.
(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)


(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).


(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).


(22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).


(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).


[ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (35) (Removed)

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 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.

[X] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[ ] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[ ] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[ ] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (OCT 2015) of 52.223-13.

[ ] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.


[ ] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (JUN 2014) of 52.223-16.
[ ] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[ ] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).


[ ] (ii) Alternate I (JAN 2017) of 52.224-3.


[ ] (ii) Alternate I (MAY 2014) of 52.225-3.

[ ] (iii) Alternate II (MAY 2014) of 52.225-3.

[ ] (iv) Alternate III (MAY 2014) of 52.225-3.


[X ] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).


[X] (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).


[X] (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
(11) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).


(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xii) [ ] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).


(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 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.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).


(B) Alternate I (JAN 2017) of 52.224-3.


(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Attachment 1: Pricing Schedule
D.2 Attachment 2: SOW Bottled Drinking Water
D.3 Attachment 3: SOW Extended Shelf Life Water
D.4 Attachment 4: Delivery Order Instructions
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable) CODE

6. ISSUED BY CODE FEDMA

FEDERAL EMERGENCY MANAGEMENT AGENCY
500 C STREET SW
WASHINGTON DC

8. NAME AND ADDRESS OF CONTRACTOR (No. street, city, State and ZIP Code)

COMPOSITE ANALYSIS GROUP INC
ATTN JOE LIPSEY JR
LIPSEY MOUNTAIN SPRING WATER
PO BOX 1246
NORCROSS GA 30091

CODE 611367145 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. ☐ is not extended.

☐ Offers must be received prior to the hour and date specified in the solicitation or as amended. By one of the following: (a) By completing copies of the amendment; (b) By acknowledging receipt of the amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.

☐ FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If the project is to be extended, provide a new date and time.

12. ACCOUNTING AND APPROPRIATION DATA, if required.

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in agency, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: FAR 43.103

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☑ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 611367145

The purpose of this modification is to:

1. increase the contract ceiling from $0 in accordance with the IDIQ, as a result of presidential declaration of major disaster in Puerto Rico in 2017, resulting in a task order award value of $154,629,000;

2. add changes to the SOW regarding contractor’s adherence to federal and local regulations on transportation of goods. See attached revised SOWs.

No other changes to the terms and conditions of the contract.

AAP Number: N/A DO/DPAS Rating: NONE

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Neal Chibba, Sr. V.P.

15C. DATE SIGNED 07-02-18

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Monique Park

16C. DATE SIGNED 07-02-18

16B. UNITED STATES OF AMERICA MONIQUE M PARK

Digitally signed by Monique Park
Date: 2018.07.05 06:01:16 -04'00'

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA
FAR (48 CFR) 53.243

NSN 7540-01-152-3070 Previous edition unsuitable
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Period of Performance: 09/05/2017 to 09/04/2022
Statement of Work (SOW)
For
Bottled Drinking Water
(Replenishment/Emergency Declaration)
I. PURPOSE

The purpose of this Indefinite Delivery/Quantity contract vehicle is to provide bottled drinking water for Steady State and Presidentially declared Emergency Responses to the Federal Emergency Management Agency (FEMA).

II. SCOPE

The Contractor shall furnish all professional, technical and clerical services, as well as materials, equipment and facilities, to meet the stated specifications and the project requirements as defined in this SOW.

III. DEFINITIONS


b. Emergency Response/Surge Operations: Commodities required for an immediate need in support of national emergencies that may be man-made, natural disasters or a National Special Security Event.

c. Truckload (TL): FEMA is estimating 18,000 liters per 53ft trailer to be the industry standard.

d. Tracking Capability: Contractor shall have the capability to track individual truckloads by using a satellite tracking system or equivalent to provide immediate product location.

IV. SPECIFIC WATER REQUIREMENTS

Quantity: A minimum of 18,000 liters and maximum of 2,700,000 liters per delivery order. Water will be delivered to FEMA’s contiguous United States (CONUS) Distribution Centers or to Incident Support Base (ISB) or Staging Area (SA) to meet the required delivery date as prescribed below in Deliverables and Delivery Schedule.

Product Standards: Acceptable types of water are purified or spring water. All water shall be of domestic origin. All water shall be produced, packaged, labeled, transported, stored and handled in accordance with Title 21, Code of Federal Regulations, Parts 101, 110, 129 and 165 and all other applicable Federal, state, and local laws and regulations. All bottles of water must contain an expiration or “best if used by” date that is no sooner than 24 months from the date of delivery or as negotiated by the Contracting Officer (CO).

Primary Container: The water shall be packaged in single-service polyethylene terephthalate (PET) bottles with flat caps or similar packages suitable for water consumption. Primary bottles shall be 1 liter in size. Alternative sizes and containers may be acceptable during an emergency response as negotiated by the Contracting Officer (CO). (Generally 0.5 liter is requested in those circumstances).
Packaging of Shipping Cases: Water shall be packed in the vendor’s standard commercial casing, which shall be shipped on industry standard size pallets (48L inches by 40W inches, 4-way). Pallets must arrive stretch-wrapped with no less than 10 layers of covering. Material shall be stacked so the total height of each pallet and material does not exceed 55 inches. Pallets shall be hardwood and designed for pickup from all four sides. Shoring and bracing shall be used to prevent shifting during transit. Contractor shall use edge protectors, angle boards or corner protectors on each pallet to prevent shifting and reduce damages during movement.

V. DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall be able to accommodate requirements during periods of Steady State and Emergency Response operations. The Contractor shall provide a primary and alternate (if applicable) Point-of-Contact person(s) who will have the authority to commit the company, as required to execute any and all Delivery Orders. During an emergency response, this or these individual(s) must be available to initiate Delivery Surge Order production 24 hours/7 days per week, including telephone/pager numbers/email for 24-hour contact.

a. Deliverables:

1. Steady State:
   During steady state actions, if no Emergency Response/Surge Operations have occurred during the same contract period, the Contractor shall be capable of delivering a minimum of one (1) truckload of drinking water within 30 days of award of a delivery order. This shipment will be delivered to a FEMA Distribution Center as directed by the Contracting Officer (CO) or Contracting Officer Representative (COR).

2. Disaster Emergency Response/ Surge Operations:
   - During an emergency response operation, FEMA requires the Contractor to have the capability to provide up to 900,000 liters (50TL) per day within 24 hours of Authorization To Proceed (ATP), with not-to-exceed 2,700,000 liters (150TL) total delivery by Day 3 (within 72 hours of ATP).
   - During an emergency response, the expected product shelf life shall be a minimum of 24 months (18 months of remaining shelf life may be accepted during an emergency response) from the date of delivery unless otherwise approved by the COR or as negotiated by the CO.
   - During an emergency response, the Contractor shall deliver bottled drinking water to the event site anywhere in the contiguous United States and drop the trailers. All emergency response delivery orders shall be dropped at the ISB, SA or alternative location as negotiated by the CO. The trailers may remain in the Government’s possession as long as 30 days or greater.
   - During an emergency response, the Contractor shall also have the capability to provide various transportation options:
     o Pick up water from the Distribution Center and deliver it to a location specified by FEMA. This includes moving water that was delivered to an ISB.
o Diverting water from an originally specified location to another location.
o Adding mileage onto an originally scheduled location.
o Moving trailers to alternate locations with limited notice.
o Be ready for other water delivery situations that may arise during an event, and be adaptable enough to accommodate any other requests from the CO/COR, within reason.

• Upon conclusion of the emergency response the Government will either notify the Contractor of the trailer location for retrieval or deliver the trailer to the Contractor location. Detention charges will cease @ 1600 local time on the day of retrieval notification email.

• Note – Proposed Locations: Contractor should be able to support the following geographical areas.
o All CONUS/ outside contiguous United States (OCONUS)
o The four regions specified in Appendix 1

b. Tracking Capability for Steady State and Emergency Response

• The Contractor shall electronically track and monitor shipments from its place of origin to the destination (Example; real time GPS) and be able to provide real-time position to the Government.

c. Contracting Required Training:

• During the base year of the contract period of performance, and once again in future years if FEMA transitions to a new system, FEMA will require at least two (2) individuals from the Contractor’s staff to be trained in the agency’s inventory system of record: Logistics Supply Chain Management System (LSCMS). This training will allow Contractor to enter individual shipments for FEMA’s visibility. The training will take place in person at FEMA HQ, Washington, DC, and be for one day.

VI. PERIOD OF PERFORMANCE

The period of performance shall be one (1) base year with four (4) one-year option periods.

VII. DELIVERY LOCATIONS & RECEIVING HOURS

For Steady State, the Government will require delivery to the following Distribution Centers (DCs):

DC Frederick 08:00 – 14:00 Mon- Fri
Department of Homeland Security/FEMA-Frederick
4420 Buckeystown Pike
Frederick, MD 21704
THU Cumberland 08:00 – 14:00 Mon- Fri
Department of Homeland Security/FEMA-Cumberland
11601 PPG Road
Cumberland, MD 21502

DC Fort Worth 08:00 – 14:00 Mon- Fri
Fort Worth Federal Center
501 W Felix Street Bldg 12
Fort Worth, TX 76115

DC Atlanta 08:00 – 14:00 Mon- Fri
3780 South Side
Industrial Court
Atlanta, GA 30354

DC Moffett 08:00 – 14:00 Mon- Fri
NASA Ames Research Center
Bldg 144, Door 7
Moffett Field, CA 94035

**Hours of Performance:** The vendor shall schedule all delivery activities with the appropriate delivery point of contact after award. During an emergency declaration, delivery must commence within 24 hours of delivery order award. Exact time will be provided in the Delivery Order Request for Quote. During steady state, delivery acceptance will be between the operating hours of Mon – Fri 8am – 2pm local time unless otherwise stated.

**VIII. RECORD KEEPING AND ACCEPTANCE:**

The Contractor shall ensure a FEMA representative signs for receipt of water at each location at the time of delivery. This signature(s) does not imply inspection & acceptance. The signature only acknowledges the delivery was made. Inspection will be made at the point of final destination; any defects or hidden or latent discrepancies/deficiencies will be reported to the CO or COR.

Contractor shall maintain accurate records of all shipments and deliveries, and ensure that proper signatures by a FEMA representative are obtained for tracking and accountability purposes, in accordance with government regulations. This signature shall be a legal, legible name; not “FEMA Received.”

**Contractors shall provide an electronic spreadsheet showing details of commodity shipped from place of origin to destination to COR. At a minimum the electronic spreadsheet must provide these details: Load number, Bill of Lading (BOL) number, nomenclature and units shipped, carrier, truck number, trailer number, place of origin, and destination.**

**IX. DELIVERY SCHEDULE**
Each vendor shall include a proposed delivery schedule for each delivery order issued. Please be aware the proposed delivery schedule provided by the vendor 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’s Representative (COR) 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 vendor’s ability to meet the delivery. Contractors shall be able to track deliveries from point-of-shipment to point-of-receipt. If a change in destination increases cost, you are not authorized to change destination or schedule without the Contracting Officer’s authorization.

X. ADDITIONAL CONTRACT REQUIREMENTS

- **Drop Trailer (CLIN X003AA)** - Contractor might be required to drop trailer for an upwards to 30 days or more. They will be billed at flat rate per day, based on actual drop days. The contractor will be contacted for trailer pickup at which point daily rate will stop accruing.

- **Diversion Mileage (CLIN X003AB)** - Sometimes an event or storm shifts directions and impacts several states. This causes FEMA to re-direct the Contractor deliveries that have not reached their original destination. If the change of drop off location occurs beyond 50 miles radius of the original destination point, then the Contractor will bill FEMA at per mile rate for diversions. The diversion mileage will be calculated from the original destination point to the re-directed destination point. The Contractor cannot charge diversion if they have not left the point of origin. The diversion mileage will not be incurred for drop off location changes within 50 mile radius of the original destination point.

- **Driver Hour (CLIN X003AC)** – Once the Contractor arrives at the destination point, it may take up to four (4) hours for trailer drop coordination. In case of gate delays inhibiting trailer drop off exceeding four (4) hours and fifteen (15) minutes, the Contractor is allowed hourly charge for the waiting period. The trailer’s real-time position must be verifiable via electronic tracking system to demonstrate that waiting period extended beyond 4 hours and 15 minutes. FEMA must be notified immediately if potential gate delays is expected. The Contractor may bill at a minimum of one (1) hour for the waiting time.

- **Power Only to Transport Loaded Trailer (CLIN X003AD)** – The Contractor will provide power only to a FEMA destination to transport a loaded trailer. This will be billed based on mileage from FEMA pick up point to drop off location. FEMA may change the drop off location up to 50 mile radius which will not incur additional mileage. If the drop off location changes beyond 50 mile radius, then diversion mileage rate will be incurred.

- **Power and Trailer to Transport Inventory (CLIN X003AE)** – The Contractor provides power and trailer to move FEMA inventory from Distribution Center to event site. This will be billed on mileage from FEMA pick up point to drop off location. FEMA may change the drop off location up to 50 mile radius which will not incur additional mileage. If the drop off location changes beyond 50 mile radius, then diversion mileage rate will be incurred.
• **Restocking Fee (CLIN X005)** - The initial ordered quantity either decreases or the order is cancelled. The fee covers the costs of restocking decreased or cancelled order to the Contractor.

The Contractor shall ensure that all shipments (CONUS & OCONUS) adhere to all federal and local regulations regarding transport of goods. These include, but are not limited to weight restrictions, safety guidelines, licensing, tariffs, etc. The Contractor shall be liable for all penalties, fines and corrective actions associated with their shipments.
For this requirement, FEMA has divided the 48 contiguous states into four geographical zones:

Zone 1 – Southeast: includes the states of Texas, Oklahoma, Arkansas, Virginia, West Virginia, Maryland, Delaware, Kentucky, Tennessee, Louisiana, Mississippi, Alabama, South Carolina, North Carolina, Georgia and Florida.

Zone 2 includes the states of New Jersey, New York, Pennsylvania, Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont and Maine.

Zone 3 includes the states of North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, Wisconsin, Illinois, Michigan, Indiana, and Ohio.

Zone 4 includes the states of Washington, Oregon, California, Idaho, Nevada, Montana, Wyoming, Utah, Arizona, Colorado, and New Mexico.

OCONUS Locations include: Hawaii, Alaska, The Caribbean, and Guam.
Statement of Work (SOW)
For
Extended Shelf Life Water (Replenishment)
I. PURPOSE

The purpose of this Indefinite Delivery/Quantity contract vehicle is to provide extended shelf life drinking water in biodegradable packaging for replenishment of the Federal Emergency Management Agency (FEMA) inventory. FEMA is purchasing and pre-staging alternatives to bottled water for use in areas with historically low demand and potential high disaster survivor population density (i.e. AZ, CA & NV).

II. SCOPE

The Contractor shall furnish all professional, technical and clerical services, as well as materials, equipment and facilities, to meet the stated specifications and the project requirements as defined in this SOW.

III. DEFINITIONS

a. **Extended Shelf Life**: A minimum of 60 months from date of delivery.

b. **Steady State**: Commodities required for stock replenishment during normal operations in preparation for emergency response operations.

c. **Truckload (TL)**: FEMA is estimating 18,000 liters per 53ft shipping trailer.

d. **Tracking Capability**: The Contractor shall have the capability to track individual truckloads by using a satellite tracking system or equivalent to provide location of any product while in transit.

IV. SPECIFIC REQUIREMENTS

*Quantity*: A minimum of 18,000 liters and maximum of 150,000 liters of water per delivery order. Quantities ordered must be delivered to FEMA’s CONUS and OCONUS Distribution Centers to meet the required delivery date as prescribed below in Deliverables and Delivery Schedule.

*Product Standards*: Acceptable types of water are purified or spring water as defined in 21 CFR § 165.110. All water shall be of domestic origin. All water shall be produced, packaged, labeled, transported, stored and handled in accordance with Title 21, Code of Federal Regulations, Parts 101, 110, 129 and 165 and all other applicable Federal, state, and local laws and regulations. The water shall expire no sooner than 60 months from the date of delivery.

*Primary Container*: The water shall be packaged in a 1-liter re-closable and biodegradable packaging (box, pouch or similar biodegradable package) suitable for water consumption. The container shall not contain any sharp edges that could possibly injure the user. Offeror shall submit one (1) non-returnable sample with their proposal.

*Packaging of Shipping Cases*: Water shall be packed in the contractor’s standard commercial casing, which shall be shipped on industry standard size pallets (48 inches by 40 inches, 4-way). Pallets of water shall be fully covered on all sides (excluding the top and bottom) with a minimum of (10) layer of stretch-wrap. The stretch wrap shall extend over the top of the
packaged product by a minimum of six inches. Additional cardboard support should be placed between each level to prevent sagging. Material shall be stacked so the total height of each pallet and material does not exceed 55 inches. Pallets shall be hardwood and designed for pickup from all four sides. The Contractor shall ensure that the liters of water are packaged to withstand such handling as well as severe climatic conditions. Contractor shall use edge protectors, angle boards or corner protectors on each pallet to prevent shifting and reduce damages during movement.

V. DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall be able to accommodate requirements during periods of Steady State operations.

VI. PERIOD OF PERFORMANCE

The period of performance shall be one (1) base year with four (4) one-year option periods.

VII. DELIVERY LOCATIONS

The Government will require delivery to the following Distribution Centers (DCs):

DC Guam 08:00 – 14:00 Mon- Fri
Bldg 100
FEDAAC 70X454
Barrigada, GU 96913

DC Hawaii 08:00 – 14:00 Mon- Fri
99-1269 Iweana Street
FEDAAC 709242
Aiea, HI 96701

DC Moffett 08:00 – 14:00 Mon- Fri
NASA Ames Research Center
Bldg 144, Door 7
Moffett Field, CA 94035

DC Caribbean 08:00 – 14:00 Mon- Fri
Industrial Park
PR-1, KM 25.1
FEDAAC 70F337
Caguas, PR 00725

Hours of Performance: The vendor shall schedule all delivery activities with the appropriate delivery point of contact after award. Unless stated otherwise, delivery acceptance hours are Mon – Fri 8am-2pm for that particular time zone.
VIII. DELIVERY SCHEDULE

The Contractor shall include a proposed delivery schedule for each delivery order issued. 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.

IX. ADDITIONAL CONTRACT REQUIREMENTS

Diversion Mileage (CLIN X0003AB): Sometimes an event or storm shifts directions and impacts several states. This causes FEMA to re-direct the Contractor water deliveries that have not reached their original destination. When there is a diversion, the Contractor will bill FEMA at a per mile rate for these diversions. The Contractor cannot charge diversion if they have not left the point of origin.

The Contractor shall ensure that all shipments (CONUS & OCONUS) adhere to all federal and local regulations regarding transport of goods. These include, but are not limited to weight restrictions, safety guidelines, licensing, tariffs, etc. The Contractor shall be liable for all penalties, fines and corrective actions associated with their shipments.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.   3. EFFECTIVE DATE   4. REQUISITION/PURCHASE REG. NO.   5. PROJECT NO. (if applicable)
P00002   09/05/2018   

6. ISSUED BY CODE   7. ADMINISTERED BY (if other than Item 6) CODE
FEMA HQ    FEMA HQ

FEDERAL EMERGENCY MANAGEMENT AGENCY
OFFICE OF CHIEF PROCUREMENT OFFICE
500 C STREET SW
3RD FLOOR
WASHINGTON DC 20472

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
COMPOSITE ANALYSIS GROUP INC
ATTN JOE LIPSLEY JR
LIPSLEY MOUNTAIN SPRING WATER
PO BOX 1246
NORCROSS GA 30091

CODE 611367145    FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
    HSPE70-17-D-0019

10B. DATED (SEE ITEM 13)
    09/05/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. The above numbered solicitation is not amended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐D. OTHER (Specify type of modification and authority)

☐X FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☑X is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 611367145

The purpose of this modification is to exercise Option Period 1 (09/05/2018 - 09/04/2019) of the IDIQ contract. The Government hereby exercises Option Period 1, and CLTs 1001 through 1005 of the referenced contract at no cost. Except as provided herein all other terms and conditions remain unchanged and in full force and effect.

AAP Number: N/A DO/DPAS Rating: NONE

Period of Performance: 09/05/2018 to 09/04/2019

Except as provided herein, all terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Monique Park

15B. CONTRACTOR/ORDERER

15C. DATE SIGNED
08/29/2018

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

NSN 7540-01-152-0670
Previous edition unusable
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

**COMPOSITE ANALYSIS GROUP INC**
ATTN JOE LIPSEY JR
LIPSEY MOUNTAIN SPRING WATER
PO BOX 1246
NORCROSS GA 30091

CODE 611367145

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9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

**HSFE70-17-D-0019**

9B. DATED (SEE ITEM 13)

09/05/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(o).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.

☐ D. OTHER (Specify type of modification and authority)

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 611367145

Administrative modification for system to implement IDIQ Option Period 1.

AAP Number: N/A DC/DPAS Rating: NONE

FOB: Destination

Period of Performance: 09/05/2018 to 09/04/2019

Change Item 1001 to read as follows (amount shown is the obligated amount):

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<th>1001</th>
<th>Option I - Bottled water 24 months Shelf Life</th>
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<th>0.00</th>
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</thead>
</table>

Obligated Amount: $0.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Monique Park

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

09/15/2018

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

NSN 7540-01-152-8070
Previous edition unusable
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<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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Obligated Amount: $0.00

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FEDERAL EMERGENCY MANAGEMENT AGENCY
500 C STREET SW
WASHINGTON DC 20472
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Units (Quantities in Liters):

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- 500,001 - 1,000,000
- 1,000,001 - 2,500,000
- 2,500,001 - 3,500,000
- 3,500,001 - 5,500,000
- 5,500,01 - 10,000,000
- 10,000,001 - 20,000,000
- 20,000,001 - 50,000,000
- 50,000,001 - 100,000,000
- 100,000,001 - 200,000,000
- 200,000,001 - 500,000,000
- 500,000,001 - 1,000,000,000
OPTIONAL

Statement of Work (SOW)
For
Extended Shelf Life Water (Replenishment)
I. PURPOSE

The purpose of this Indefinite Delivery/Quantity contract vehicle is to provide extended shelf life drinking water in biodegradable packaging for replenishment of the Federal Emergency Management Agency (FEMA) inventory. FEMA is purchasing and pre-staging alternatives to bottled water for use in areas with historically low demand and potential high disaster survivor population density (i.e. AZ, CA & NV).

II. SCOPE

The Contractor shall furnish all professional, technical and clerical services, as well as materials, equipment and facilities, to meet the stated specifications and the project requirements as defined in this SOW.

III. DEFINITIONS

a. **Extended Shelf Life:** A minimum of 60 months from date of delivery.

b. **Steady State:** Commodities required for stock replenishment during normal operations in preparation for emergency response operations.

c. **Truckload (TL):** FEMA is estimating 18,000 liters per 53ft shipping trailer.

d. **Tracking Capability:** The Contractor shall have the capability to track individual truckloads by using a satellite tracking system or equivalent to provide location of any product while in transit.

IV. SPECIFIC REQUIREMENTS

**Quantity:** A minimum of 18,000 liters and maximum of 150,000 liters of water per delivery order. Quantities ordered must be delivered to FEMA’s CONUS and OCONUS Distribution Centers to meet the required delivery date as prescribed below in Deliverables and Delivery Schedule.

**Product Standards:** Acceptable types of water are purified or spring water as defined in 21 CFR § 165.110. All water shall be of domestic origin. All water shall be produced, packaged, labeled, transported, stored and handled in accordance with Title 21, Code of Federal Regulations, Parts 101, 110, 129 and 165 and all other applicable Federal, state, and local laws and regulations. The water shall expire no sooner than 60 months from the date of delivery.

**Primary Container:** The water shall be packaged in a 1-liter re-closable and biodegradable packaging (box, pouch or similar biodegradable package) suitable for water consumption. The container shall not contain any sharp edges that could possibly injure the user. Offeror shall submit one (1) non-returnable sample with their proposal.

**Packaging of Shipping Cases:** Water shall be packed in the contractor’s standard commercial casing, which shall be shipped on industry standard size pallets (48 inches by 40 inches, 4-way). Pallets of water shall be fully covered on all sides (excluding the top and bottom) with a minimum of (10) layer of stretch-wrap. The stretch wrap shall extend over the top of the
packaged product by a minimum of six inches. Additional cardboard support should be placed between each level to prevent sagging. Material shall be stacked so the total height of each pallet and material does not exceed 55 inches. Pallets shall be hardwood and designed for pickup from all four sides. The Contractor shall ensure that the liters of water are packaged to withstand such handling as well as severe climatic conditions. Contractor shall use edge protectors, angle boards or corner protectors on each pallet to prevent shifting and reduce damages during movement.

V. DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall be able to accommodate requirements during periods of Steady State operations.

VI. PERIOD OF PERFORMANCE

The period of performance shall be one (1) base year with four (4) one-year option periods.

VII. DELIVERY LOCATIONS
The Government will require delivery to the following Distribution Centers (DCs):

**DC Guam 08:00 – 14:00 Mon- Fri**
Bldg 100
FEDAAC 70X454
Barrigada, GU 96913

**DC Hawaii 08:00 – 14:00 Mon- Fri**
99-1269 Iweana Street
FEDAAC 709242
Aiea, HI 96701

**DC Moffett 08:00 – 14:00 Mon- Fri**
NASA Ames Research Center
Bldg 144, Door 7
Moffett Field, CA 94035

**DC Caribbean 08:00 – 14:00 Mon- Fri**
Industrial Park
PR-1, KM 25.1
FEDAAC 70F337
Caguas, PR 00725

*Hours of Performance:* The vendor shall schedule all delivery activities with the appropriate delivery point of contact after award. Unless stated otherwise, delivery acceptance hours are Mon – Fri 8am-2pm for that particular time zone.
VIII. DELIVERY SCHEDULE

The Contractor shall include a proposed delivery schedule for each delivery order issued. 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.

IX. ADDITIONAL CONTRACT REQUIREMENTS

**Diversion Mileage (CLIN X0003AB):** Sometimes an event or storm shifts directions and impacts several states. This causes FEMA to re-direct the Contractor water deliveries that have not reached their original destination. When there is a diversion, the Contractor will bill FEMA at a per mile rate for these diversions. The Contractor cannot charge diversion if they have not left the point of origin.
OPTIONAL

Statement of Work (SOW)
For
Extended Shelf Life Water (Replenishment)
I. PURPOSE

The purpose of this Indefinite Delivery/Quantity contract vehicle is to provide extended shelf life drinking water in biodegradable packaging for replenishment of the Federal Emergency Management Agency (FEMA) inventory. FEMA is purchasing and pre-staging alternatives to bottled water for use in areas with historically low demand and potential high disaster survivor population density (i.e. AZ, CA & NV).

II. SCOPE

The Contractor shall furnish all professional, technical and clerical services, as well as materials, equipment and facilities, to meet the stated specifications and the project requirements as defined in this SOW.

III. DEFINITIONS

a. **Extended Shelf Life:** A minimum of 60 months from date of delivery.

b. **Steady State:** Commodities required for stock replenishment during normal operations in preparation for emergency response operations.

c. **Truckload (TL):** FEMA is estimating 18,000 liters per 53ft shipping trailer.

d. **Tracking Capability:** The Contractor shall have the capability to track individual truckloads by using a satellite tracking system or equivalent to provide location of any product while in transit.

IV. SPECIFIC REQUIREMENTS

**Quantity:** A minimum of 18,000 liters and maximum of 150,000 liters of water per delivery order. Quantities ordered must be delivered to FEMA’s CONUS and OCONUS Distribution Centers to meet the required delivery date as prescribed below in Deliverables and Delivery Schedule.

**Product Standards:** Acceptable types of water are purified or spring water as defined in 21 CFR § 165.110. All water shall be of domestic origin. All water shall be produced, packaged, labeled, transported, stored and handled in accordance with Title 21, Code of Federal Regulations, Parts 101, 110, 129 and 165 and all other applicable Federal, state, and local laws and regulations. The water shall expire no sooner than 60 months from the date of delivery.

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packaged product by a minimum of six inches. Additional cardboard support should be placed between each level to prevent sagging. Material shall be stacked so the total height of each pallet and material does not exceed 55 inches. Pallets shall be hardwood and designed for pickup from all four sides. The Contractor shall ensure that the liters of water are packaged to withstand such handling as well as severe climatic conditions. Contractor shall use edge protectors, angle boards or corner protectors on each pallet to prevent shifting and reduce damages during movement.

V. DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall be able to accommodate requirements during periods of Steady State operations.

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Moffett Field, CA 94035

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Attachment 4 – TASK ORDER INSTRUCTIONS

Bottled and Extended Shelf Life Water
HSFE70-17-R-0019

1. Issuing of Task Order
A written or electronic notice will be issued by the Government prior to issuance of a formal written Task Order. The notice will specify the Government's requirement, authorize the Contractor to perform a preliminary assessment of the Government's requirement, and request a proposal for the required effort. The Request(s) for Proposals (RFPs) will be submitted to the contractor(s)' 24-hour Points of Contact (POCs), at their respective e-mail address(es), and/or via telephone call(s) to the designated, 24-hour POCs. Contractor(s)' pricing proposals shall be honored for a minimum of 30 days. Contractors are strongly encouraged to offer discounted pricing. The notice may also authorize the Contractor(s) to begin mobilization based on urgency. The notice will be limited to a specified period of performance and ordering amount. Each notice will specify the supplies, the delivery location and the Period of Performance (POP).

Oral or email orders will be allowed under this contract. Such orders will be confirmed by a written task order within five (5) business days following placement of the verbal order or email.

2. Ordering Methods
a. The Government will order any services to be furnished under this contract by written task orders (Standard Form 1449) issued by the Contracting Officer (CO), from the effective date of the contract through the expiration date of the contract.

b. The Standard Form 30 will be the form used to modify the contract and the task orders. Written bilateral contract or task order modifications shall be sent to the contractor(s)' 24-hour POCs e-mail address(es).

c. The Contractor(s) shall be required to deliver products and provide services as specified in the task order, including deliveries which are changed via any contract modification while contractor(s) is/are currently enroute to any given work location, i.e., re-routed.

d. Contractor(s) shall not begin any work without written documentation signed by the Contracting Officer (Notice-To-Proceed or Task Order). If the task order is issued orally, a hard copy of the task order will follow within five (5) business days. Only the Contracting Officer is authorized to place oral orders under this contract.

3. Competition of Task Orders
The Government will compete each task order. In accordance with FAR 16.505(b)(1)(i), contractor(s) will be given fair opportunity to be considered for each task order exceeding $3,000, the exception at (b)(2) of this section notwithstanding.

The proposals for task orders will be evaluated on a Lowest Priced Technically Acceptable (LPTA) basis. The evaluation criteria consists of the following: Technical, Past Performance, Price, and Subcontracting Plan where applicable

Upon signature by the Contracting Officer, each Task Order is considered fully executed, binding and contractor(s) shall be prepared and ready for commencement of work. Each Task Order will be forwarded promptly to the Contractor(s)' 24-hour POCs.
Attachment 4 – TASK ORDER INSTRUCTIONS

Bottled and Extended Shelf Life Water
HSFE70-17-R-0019

Contractor(s) shall have a minimum of one (1) and a maximum of four (4) hours to confirm receipt, accept, and return any executed, i.e., signed, Task Order. Executed task orders, at the minimum, shall be returned to the government in writing, via e-mail.

At the minimum, contract awardee(s) shall send an e-mail to the Contracting Officer, to the Contract Specialist, and to the Contracting Officer Representative at the respective e-mail addresses itemized within Section B. 8 Identification of Government Officials.

In accordance with the terms of each executed Task Order, the following information, at a minimum, will be included: contractor’s name, contract number, task order number and the specific Contract Line Item Number(s) (CLINs). The description of task(s), quantities ordered, delivery dates, performance period, disaster number if applicable, specific location of work performance, the Not to Exceed (NTE) cost of any awarded Task Order and the applicable accounting and appropriations data will also be included.

4. Closeout of Task Orders
All task orders issued under this contract shall be closed out in accordance with FAR Subpart 4.805 and established FEMA policy. Upon completion of each Task Order and the receipt of the final voucher, the Government will begin closeout procedures.