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September 5, 2019

Via Electronic Mail and First Class Mail

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, Rhode Island 02888

Re: Docket 4933 – City of Newport Water Division – Multi-year Rate Filing (2019)

Dear Ms. Massaro:

On behalf of Portsmouth Water and Fire District, enclosed for filing in the above-referenced matter are an original and nine copies of Portsmouth Water and Fire District's Responses to City of Newport, Utilities Department, Water Division's Data Requests (Set 5), issued on August 15, 2019.

Thank you for your attention to this matter.

Very truly yours,

Adam M. Ramos

AMR:cw
Enclosures

cc: Docket No. 4933 Service List (electronically only)

59047208

**Docket No. 4933 - City of Newport Water Division – Multi-year Rate Filing
Service List updated 6/17/2019**

Parties/Address	E-mail Distribution	Phone
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	mboivin@srt-law.com ;	
	arichardson@srt-law.com ;	
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File an original and nine (9) copies w/: Luly E. Massaro, Commission Clerk John Harrington, Commission Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
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In re: City of Newport, Utilities Department, Water Division
Portsmouth Water and Fire District's
Responses to City of Newport, Utilities Department, Water Division's Data Requests (Set 5)
Issued on August 15, 2019

NWD 5-1

Request:

PWFD states in response to NWD Data Request 2-1 that it "budgets purchases based on the number of customer connections, the gallons sold per customer per year, and the estimated unmetered percentage. PWFD divides sales by the unmetered percentage to determine the purchase amount." NWD then provides a spreadsheet that shows the derivation the budgeted purchase amount of 394,818 kgal in FY 2020.

- a. The gallons shown per customer per year for FY20 is based on a two-year average for FY18 and FY19. There is an asterisk next to FY18 that indicates "Annualized water sales excludes sales to the Navy." Please explain why annualized water sales for FY18 excludes sales to the Navy, but FY 20 does not.
- b. Please explain why PWFD excluded water sales to the Navy from annualized water sales for FY 2007 through FY 2018.
- c. In spreadsheets similar to one produced in response to NWD Data Request 2, please show the amounts PWFD budgeted for purchase for Fiscal Years 2016, 2017, 2018 and 2019 showing all calculations made and all assumptions made in making the calculations, including the unmetered percentage and how the number of customers and gallons per customer, per year was calculated.
- d. In a spreadsheet similar to one produced in response to NWD Data Request 2, please provide another column showing the annualized water sales (gallons x 100) that includes water sales to the Navy.
- e. Please state all facts that support PWFD's use of 14.5% for unmetered water.
- f. Please provide all documents that support PWFD's use of 14.5% for unmetered water.
- g. Please state the amount Navy paid to PWFD from 2007 to 2018, both the rate per 1,000 gallons and total amount in each year.
- h. Please state the terms upon which the Navy purchased water from PWFD from 2007 to 2018 and whether there was a contract or other writing that memorialized the terms of the Navy's water purchases from PWFD.

In re: City of Newport, Utilities Department, Water Division
Portsmouth Water and Fire District's
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NWD 5-1, page 2

- i. If there was a contract or other writing that memorialized the terms of the Navy's water purchases from PWFD from 2007 to 2018, please provide the contract any other writings.

Response:

- a. Portsmouth Water & Fire District (PWFD) sells water to the Navy only in emergency situations. In Fiscal Year 2018, such a situation arose, and PWFD sold water to the Navy. In calculating annualized water sales and making projections, PWFD excludes emergency sales to the Navy because PWFD does not plan or budget to sell water to the Navy. The annualized water sales for Fiscal Year 2020 therefore does not fail to "exclude" sales to the Navy; such sales are not part of the budgeting calculation and have not been part of the budgeting calculation historically.
- b. Please see the response to subpart a.
- c. Please see Attachment PWFD 5-1, tabs PWFD 5-1a.2019 through PWFD 5-1b.2016.
- d. Please see Attachment PWFD 5-1, tab "Annualized sales w Navy sep."
- e. PWFD budgets unmetered water conservatively to allow for a high unmetered water year. The unmetered water average is 13.4% over the past twenty-five years.
- f. Please see Attachment PWFD 5-1, tab "unmetered %," which provides historical data on PWFD's unmetered percentages.
- g. Please see Attachment PWFD 5-1, tab "Navy usage and assoc. charges." For the time period of Fiscal Year 2015 to Fiscal Year 2019, PWFD has provided data pulled directly from its CUSI Utility Billing Software. Because PWFD replaced its billing software in 2014, PWFD does not have records reflecting the actual amounts charged to and paid by the Navy prior to 2014. The data presented in Attachment PWFD 5-1 for years prior to Fiscal Year 2015 is therefore an

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estimated calculation based on the usage records PWFD has from that time period, the rate-per-thousand-gallons applicable during those times, and the quarterly service charge applicable for a 6" compound meter during that time period. Because these are estimates, the actual amounts paid by the Navy from 2007 to 2014 may have differed slightly from the estimates provided.

- h. Please see the response to subpart i.
- i. Please see Attachment PWFD 5-1i.

See
Attachment PWFD 5-1
(Excel file)

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE OF PAGES 1 18		
2. CONTRACT NO.		3. SOLICITATION NO. N40085-14-R-5500		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12 Nov 2013		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY COMMANDING OFFICER NAVFAC MID-ATLANTIC 9742 MARYLAND AVENUE NORFOLK VA 23511-3095				CODE N40085		8. ADDRESS OFFER TO (If other than Item 7) CODE				
TEL: FAX:				See Item 7				TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 02:00 PM local time 15 Nov 2013 (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I., Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME LARRY SCHEIBLE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 341-0175			C. E-MAIL ADDRESS lawrence.scheible@navy.mil			
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM			1 - 4	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			5 - 7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			8	X	J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			9		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			10		L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			11		M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS								
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CONTINUATION PAGE

This contract is a Firm Fixed Price (FFP) Indefinite Delivery, Indefinite Quantity (IDIQ) contract. All contract actions for emergency water/service charge/repair will be completed by task order. THIS AWARD IS FOR TEMPORARY EMERGENCY WATER SERVICES ONLY.

EMERGENCY WATER SERVICE

1. Water will be provided by the Portsmouth Water & Fire District (PWFD), on an emergency basis only, to the upper Melville part of the Navy water distribution system, Naval Station Newport (NSN), R.I..

2. Description of service: This service is a temporary, emergency, water source to allow for water service in the event the primary water service to NSN is interrupted.

3. Estimated Service Requirements:

Estimated Annual Consumption: 460,000 gallons. 20 days at 23,000 gal/day.
Estimated Daily Demand: 23,000 gal/day.

The figures above are estimates only. Actual usage will vary.

4. Point of Delivery: Structure U30 West Main Road.

5. Billing/Paying Address: NAVFAC MIDLANT; 9742 Maryland Ave, BLDG Z140; Norfolk, VA 23511-3096

6. Rate Schedule: The Navy will be billed as a quarterly customer. The Navy will be billed at a premium rate, presently at, \$7.38/1000 gallons (Over 100k as shown in the yearly customer schedule below), for the first 25,000 gallons each quarter and will be charged the "Over 100k" rate for as long as this contract is in effect. Water rates and charges are typically reviewed and adjusted each Portsmouth Water and Fire District Fiscal Year, which begins on May 1st.

**PWFD FY- 14 BUDGET
SCHEDULE OF RATES AND
CHARGES**

MAY 1, 2013 to APRIL 30, 2014

Approved: April 16, 2013

WATER Billed in Thousands of Gallons
SALES:

Minimum Usage Charge	\$4.96 per 1000 gallons
21k to 60k Usage	\$5.56 per 1000 gallons
61k to 100k	\$6.63 per 1000 gallons
Over 100k	\$7.38 per 1000 gallons

Open Space Interruptible Over 60k	\$6.38 per 1000 gallons
Truck Fill-up, Flushing and Leakage	\$8.34 per 1000 gallons
Drinking Water Protection Act Surcharge	\$0.292 per 1000 gallons

7. The Navy will be charged a quarterly service charge presently set at \$151.00/quarter. This service charge is subject to change each year and there is no maximum amount that can be charged. This charge is a quarterly charge, billed and paid quarterly for the quarterly periods ending in December, March, June, and September. The quarterly bill includes the service charge for the future quarter and usage for the completed quarter.

8. PWFD cannot guarantee the volume or pressure that will be available to the Navy from PWFD.

9. PWFD does not retreat the water it receives from the Newport Water Department and cannot/will not warrant the quality of the water provided to the Navy under this contract. PWFD does warrant that PWFD will address any quality issues that arise within PWFD's reasonable control for the benefit of the Navy and PWFD's customers, generally.

10. Both parties understand and agree that PWFD's primary responsibility is to the health and safety of its current customer base and service area. PWFD will not provide service to the Navy that impairs PWFD's primary responsibility.

11. Pertinent PWFD contact information:

On-call cell: 401-835-5645
Operation Manager cell: 401-835-5644

12. Normal Working Hours PWFD: 7:30AM-4:00PM Monday through Friday. Response time is 30 minutes or less, day/night.
After hours call in, will be subject to a \$156.00 Maintenance Call-In Rate charge.

13. PWFD and the Navy shall be present for the connection activation (valve turn-on). Both parties will:

- *Witness activation
- *Ensure meter is operating
- *Ensure backflow valves are not discharging

14. PWFD owns and maintains the tapping sleeve and valve (curb stop valve on East side of West Main Road).

15. The Navy owns and is responsible for the maintenance and repair of the piping (across West Main Road) and the control valve (West side of West Main Road).

16. The Navy is responsible for testing the backflow valves in the meter hotbox on an annual basis.

17. Service Interruption

If any of the following events occur, PWFD may interrupt service until the issue has been corrected:

*If a leak is not corrected within 36 hours of discovery

*Water availability is impaired to the point it puts PWFD's system in jeopardy as determined by PWFD management

*PWFD system capabilities are impaired such that continued service to the Navy is not possible or advisable as determined by PWFD management

18. Termination Date: Unless terminated early, this contract and the water supply provided shall terminate 5 years subsequent to the effective date cited on the first page of this award.

Events Permitting Early Termination:

1. Water availability from Newport is insufficient to provide both water supply and fire protection to PWFD's service area.
2. PWFD system capability is insufficient to provide both water supply and fire protection to PWFD's current service area.
3. 30 day written notice from either party.

19. The Navy Point of Contact (POC), at NSN, is James Carlson. Contact information as follows:

Office phone: 401-841-7626

Office email: james.f.carlson1@navy.mil

20. The PWFD POC is Bill McGlinn. Contact information as follows:

Office phone: 401-683-2090 x224

Office email: wmcglinn@portsmouthwater.org

-----NO FURTHER INFORMATION THIS SECTION-----

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year FFP Service charge, water useage and incidental repairs. FOB: Destination				
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	Option Year 1 FFP Service charge, water useage and incidental repairs. FOB: Destination				
					<hr/>
				MAX NET AMT	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0003	Option Year 2 FFP Service charge, water useage and incidental repairs. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004	Option Year 3 FFP Service charge, water useage and incidental repairs. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005	Option Year 4 FFP Service charge, water useage and incidental repairs. FOB: Destination				

MAX
NET AMT

SUPPLIES OR SERVICES

Emergency Water Services
FFP

Emergency Water Services to Melville Area North, Naval Station Newport, Newport, R.I.

Section C - Descriptions and Specifications

REQUEST FOR WATER SERVICE

See Exhibit A, NAVFAC Request for Water Service, located in Section J.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-NOV-2014		NAVFAC MID ATLANTIC JAMES CARLSON FT. ADAMS HOUSING COMPLEX NEWPORT RI 02907 401-841-7626 FOB: Destination	N40085
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-1	Officials Not To Benefit	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUL 2013

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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 12/18.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-2 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 NAVFAC MIDLANT; 9742 Maryland Ave.; Norfolk, VA 23511-3096

(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)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the

effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

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 address:

<http://www.acquisition.gov/far/>

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation.

Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.216-9302 INDEFINITE QUANTITY (JUN 1994)

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

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 services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

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.

Section J - List of Documents, Exhibits and Other Attachments

NAVFAC REQUEST FOR WATER SERVI

See Exhibit A, Request for Water Service included/attached in this section.



REQUEST for WATER SERVICE

Requestor Information	1				
	<u>ASAP</u> Date		<u>Naval Station Newport PWD</u> Activity		
	<u>James Carlson</u> Requestor		<u>PRR32</u> Code		
	<u>401-841-7626</u> Telephone/DSN		<u>james.f.carlson1@navy.mil</u> Email address		
<u>James Carlson</u> Point of Contact		<u>401-841-7626</u> Telephone		<u>N40085</u> UIC	
Billing Information	2				
	<u>NAVFAC</u> Billing Address: Command				
	<u>1 Simonpietri Drive</u> Street	<u>Newport</u> City	<u>RI</u> State	<u>02841</u> Zip	
	<u>NAVFAC</u> Paying Address: Command				
<u>1 Simonpietri Drive</u> Street		<u>Newport</u> City	<u>RI</u> State	<u>02841</u> Zip	
Project Information	3				
	<u>Melville Water Hot Box Structure U30</u> Project Name/Number		<input checked="" type="checkbox"/> <u>Govt. Owned</u>	<input type="checkbox"/> <u>Govt. Leased</u>	<u>ASAP</u> Required Date
	<u>Structure U30 West Main Rd</u> Service Address / Bldg #: Street				
	<u>Portsmouth</u> City	<u>RI</u> State	<u>02871</u> Zip		
<u>Scope Of Utility Work:</u> Create contract with Portsmouth Water & Fire District to provide water to Naval Station Newport in event normal water feed from Navy water system failed. Water is provided to upper Melville part of Navy water distribution system. Existing contract with PWFD expired in September 2012.					
<u>Portsmouth Water & Fire District</u> Utility Provider Address: Provider					
<u>PO Box 99</u> Street		<u>Portsmouth</u> City	<u>RI</u> State	<u>02871</u> Zip	
<input checked="" type="checkbox"/> <u>Yes</u>		<input type="checkbox"/> <u>No</u>	<u>NAVFAC NWCF UT</u> Funding Source		<u>James Carlson</u> Point of Contact
<u>401-841-7626</u> Telephone		<u>james.f.carlson1@navy.mil</u> Email address			



REQUEST for WATER SERVICE

4

Service Information

Type of Service: New Service Main or Extension ☐ New Service Lateral or Extension ☐ Line Relocation ☐

Meter Location: _____

Point of Delivery: _____

Special Fire Hydrant Requirements: Yes ☐ No ☐ . If YES provide details in the remarks.

Type of Service	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Flow (GPM)							
Peak Flow (GPM)							
Static Pressure (PSI)							
Residual Pressure (PSI)							

- SPECIAL REQUIREMENTS: Yes ☐ No ☐ . If YES provide specific details in the remarks below.
- PROVIDE CONNECTION POINT DRAWING/EQUIPMENT SCHEDULE & SITE UTILITY DRAWINGS

5

Contract Info

Existing Contract Number (If applicable): _____

6

Remarks

Existing contract # N62470-06-R-7204 with Portsmouth Water & Fire District has expired. A new contract with Portsmouth Water & Fire District is required to maintain an emergency water feed to upper Melville part of Navy water system in event normal water feed to this area fails. Navy maintains an easement for emergency water feed from PWFD. PWFD account # was 00633900.

PWFD POC: Bill McGlinn
 Portsmouth Water
 401-683-2090 x 224
 wmcglinn@PortsmouthWater.org

- PROVIDE CONNECTION POINT DRAWING, EQUIPMENT SCHEDULE & SITE UTILITY DRAWINGS.
- IDENTIFY THE DELINEATION POINTS BETWEEN GOVERNMENT & CONTRACTOR OWNED FACILITIES.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER In re: City of Newport, Utilities Department, Water Division				Attachment PWFD 5-11	
2. CONTRACT (Proc. Inst. Ident.) NO. N62470-06-C-7204		3. EFFECTIVE DATE 15 Aug 2006		4. REQUISITION/PURCHASE REQUEST NO.		Docket No. 14933	
5. ISSUED BY COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278		CODE N62470		6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) PORTSMOUTH WATER & FIRE DISTRICT P O BOX 99 PORTSMOUTH RI 02871-0099				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 5	
CODE 4H3Z2		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE - 1837 MORRIS STREET SUITE 1401 NORFOLK VA 23511-3431		CODE N68732	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT \$159,000.00 EST							
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	7 - 11
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	4		J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	5 - 6		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N62470-06-R-7204 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER			
				TEL: EMAIL:			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

CONTINUATION PAGE

Exhibit A, Emergency Water Supply Agreement attached hereto, sets forth the reasons for entering into this contract at the rates and charges shown in Exhibit B, PWFD FY-07 Budget, Schedule of Rates and Charges, dated May 1, 2006 to April 30, 2007. The type of contract contemplated for this award is for temporary utility water service. The Davis Bacon Act is not applicable to this contract, as construction work provided is incidental to the furnishing of services or to a simple installation in a public.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.	\$94,000.00	\$94,000.00 NTE
	Temporary Emergency Water Service FFP Connection Charge Melville Area North, Naval Station Newport, RI FOB: Destination				
					<hr/>
				NET AMT	\$94,000.00
	ACRN AA				\$94,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.	\$65,000.00	\$65,000.00 EST
	Water Service FFP Melville Area North, Naval Station Newport, RI Various appropriations ultimately chargeable as indicated on bills and/or inspection reports FOB: Destination				
					<hr/>
				NET AMT	\$65,000.00 (EST.)

Section C - Descriptions and Specifications

WATER SERVICE SPECIFICATIONS

1. **Premises to be Served:** Naval Station Newport
66 West Main Road
Portsmouth, Rhode Island
North Melville Housing
Rainbow Heights Housing
Portsmouth School*
Portsmouth Campground*

* Town of Portsmouth activities

2. **Estimated Service Requirements:**

Estimated Annual Consumption: 15,330 KGals

Estimated Daily Average Demand: 42 K Gals/day

Estimated Peak Demand: 60 K Gal/day

(The Government is in no way obligated to deliver nor is it
restricted to the above noted estimates)

3. **Description of Water Service:** This service connection is a temporary, emergency connection to allow the Naval Station Newport (NSN) to rectify environmental and structural integrity issues of the Navy's water tank serving this isolated area of the NSN as well as Portsmouth's Melville School and Portsmouth Campground. On an emergency, temporary basis, PWFD has agreed to provide municipal water supply to the Melville North Area connection.
4. **Point of Delivery:** Initially shall be the new concrete pad location designated at 66 West Main Road.
5. **Metering and Billing:** Water shall be measured by a meter (6") of standard manufacture, which will be owned and maintained by PWFD. Billing for service will be in accordance with the standards set by the Portsmouth Water and Fire District Administrative Board and its Charter: Policy, Procedures and Requirements. Quarterly invoices/billings for Temporary Water Service shall be sent to NAVFAC-Naval Station Newport, Code N321, 1 Simonpietri Drive, Newport, RI 02144, identified in Section B as CLIN 0002.
6. **Rate Schedule:** The PWFD top tier residential rate, plus scheduled service charges as are set forth in Portsmouth Water and Fire District self regulated published rates (see Exhibit B), until duly changed or modified.
7. **Estimated annual Costs:** \$ 65,000.00 (includes Service cost per 6" meter charges)
8. **Estimated Connection Charge:** \$94,000.00 (includes tapping fee, meter installation, service line inspection, line construction to Navy property and associated engineering expenses, attorneys' fees, and in-house staff services provided in aid of negotiating, evaluating and/or installing and/or inspecting of said water supply connection and other reasonable related expenses, etc).

Section G - Contract Administration Data

SUBMISSION OF INVOICES

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) ALTERNATE I

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/-contract award form SF 26-Block 10.
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- * a separate invoice for each activity designated to receive the supplies or services.
 - * a consolidated invoice covering all shipments delivered under an individual order.
- ☒ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.
- (g) Submit invoices monthly to the Government representative named in the contract for approval of hours actually expended.
- * Check applicable procedure

G.1

Contract Administration.

Upon completion of metering and installation, the invoice for the one-time connection charge shall be sent to Commander, NAVFAC Atlantic, Code ACQ12BTS, 6506 Hampton Blvd, Norfolk, Virginia 23508-1278. Invoices will be paid for actual costs supported by documentation, not-to exceed the estimated connection charge.

ACCOUNTING AND APPROPRIATION DATA

AA: 97 XXXX4930 NE1A 000 77777 0 040085 2F 000000
COST CODE: 08506RCR7023
AMOUNT: \$94,000.00
CIN 00000000000000000000000000000000: \$94,000.00

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

- a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding

upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X 1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

(End of clause)

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give **30-days** written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.