

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				7. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 09/20/99	4. REQUISITION/PURCHASE REQ. NO. MOD444-9909-0005		5. PROJECT NO. (If applicable)
8. ISSUED BY U.S. ARMY CORPS OF ENGINEERS ATTN: CONTRACTING DIVISION (ROOM 324) FEDERAL BUILDING 114 MEETING STREET CHARLESTON SC 29403 JOYCE CARTWRIGHT		CODE L3802	7. ADMINISTERED BY (If other than item 8):		CODE
3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00105197  IAP WORLDWIDE SERVICES 121 EXECUTIVE CENTER DRIVE STE 230 COLUMBIA SC 29210-0417			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 7)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DACW60-99-D-0002	
				10B. DATED (SEE ITEM 13) 09/02/99	
CODE	OFFERS		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 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) Mod obligated Amount US \$0.00  
 See Attached. SFT: T

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

(X)	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 10A.
	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 42.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.243-1 Changes
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible):  
 The contract is modified to provide for storage of ice within the United States by standard industry land delivery trailers with capacity to store approximately 40,000 pounds of ice.  
 By this modification, the Contractor agrees, when ordered, to provide storage of ice within the United States in full compliance with all applicable contract.

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.

18A. NAME AND TITLE OF SIGNER (Type of print) Rogel G. M. Brindley President	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type of print) William D. Mills X11
18B. CONTRACTING OFFICER 	18B. UNITED STATES OF AMERICA BY
18C. DATE SIGNED 9-20-99	18C. DATE SIGNED 20 Sep 99

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

P00001

3. EFFECTIVE DATE

09/20/99

4. REQUISITION/PURCHASE REC. NO.

MOD&&&-9909-0005

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

ISSUE

7. ADMINISTERED BY (if other than Item 6)

CODE

U.S. ARMY CORPS OF ENGINEERS  
ATTN: CONTRACTING DIVISION (ROOM 324)  
FEDERAL BUILDING 334 MEETING STREET  
CHARLESTON SC 29403  
JOYCE CARTWRIGHT

C09843/727-4249

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00106697

IAP WORLDWIDE SERVICES  
121 EXECUTIVE CENTER DRIVE  
STE 230  
COLUMBIA SC 29210-8417

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DACW60-99-D-0002

10B. DATED (SEE ITEM 13)

08/02/99

CODE ONRE9

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 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 Attached.

Mod Obligated Amount US

\$0.00

EFT: T

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

- (X) 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 10A.
- 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).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 52.243-1 Changes
- D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

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

The contract is modified to provide for storage of ice within the United States by standard industry land delivery reefers with capacity to store approximately 40,000 pounds of ice.

By this modification, the Contractor agrees, when ordered, to provide storage of ice within the United States in full compliance with all applicable contract

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)

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

William D. Mills K11

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY \_\_\_\_\_  
(Signature of Contracting Officer)

SF 30 CONTINUATION SHEET

requirements. Storage will be by the standard industry land-delivery container (Reefers holding approximately 40,000 pounds of ice). Payment will be under Item 0002AA, Storage of Standard Industry Land-Delivery Container Loads of Ice within the United States (CONUS), which is added to the contract by this modification. Measurement will be by the number of full or partial calendar days of storage (per reefer per day).

NEW LINE ITEMS:

0002AA, Storage of Standard Industry Land-Delivery Container Loads of Ice within the United States (CONUS); one day minimum.  
Estimated Quantity = 1,000 days;  
Unit = Day;  
Unit Price = \$418.00

1002AA, Storage of Standard Industry Land-Delivery Container Loads of Ice within the United States (CONUS); one day minimum.  
Estimated Quantity = 1,000 days;  
Unit = Day;  
Unit Price = \$418.00

2002AA, Storage of Standard Industry Land-Delivery Container Loads of Ice within the United States (CONUS); one day minimum.  
Estimated Quantity = 1,000 days;  
Unit = Day;  
Unit Price = \$418.00

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

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES I 69					
2. CONTRACT (Proc. Inst. Ident.) NO. DACW60-99-D-0002		3. EFFECTIVE DATE 02 August 99		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W81D4A-9931-6702							
5. ISSUED BY U.S. ARMY CORPS OF ENGINEERS ATTN: CONTRACTING DIVISION (ROOM 324) FEDERAL BUILDING 334 MEETING STREET CHARLESTON SC 29403  Robert Driscoll COL (843) 727-4694		CODE		ISSUE		8. ADMINISTERED BY (if other than Item 5) CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) IAP WORLDWIDE SERVICES 121 EXECUTIVE CENTER DRIVE STE 230 COLUMBIA SC 29210-8417		Vendor ID: 00105697		9. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) B. DISCOUNT FOR PROMPT PAYMENT DD.000% 000 Net 030		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Sect. G					
Document Reviewed for Legal Sufficiency; Technical Specs & Drawings Not Reviewed. <i>John York 99 Aug 02</i> Attorney (DATE) Office of Counsel		11. SHIP TO/MARK FOR CODE 888 SCHEDULE		12. PAYMENT WILL BE MADE BY USACB FINANCE CENTER (BROC: K3) CEFC-AO-P 5720 INTEGRITY DRIVE WASHINGTON TN 38054 EFT: T		13. 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) ( )					
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		Your proposal, as revised in Amendment 0003, in response to Solicitation Number DACW60-99-R-0002 is hereby accepted and the Base Year 01 August 1999 through 31 July 2000 is awarded for the estimated amount of \$105,728,906.00. Amendments 0001, 0002 and 0003, Sections C, E-I are attached and are incorporated as part of this award.								Estimated	
15G. TOTAL AMOUNT OF CONTRACT \$										105,728,906.00	
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	X	I	CONTRACT CLAUSES			27
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
X	C	DESCRIPTION/SPECS./WORK STATEMENT			8	X	J	LIST OF ATTACHMENTS			
X	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE			5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA			1		M	EVALUATION FACTORS FOR AWARD			
X	H	SPECIAL CONTRACT REQUIREMENTS			3						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE											
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return original 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 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) Thomas G. Caldwell, VP of Operations						20A. NAME OF CONTRACTING OFFICER William D. Mills K11 (843) 727-4204					
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)				19C. DATE SIGNED 8/2/99		20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)				20C. DATE SIGNED 2 Aug 99	

REVISED  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

Provide all materials, supplies, transportation, equipment, labor, supervision, and any other items necessary to produce, transport, handle and store packaged ice in strict compliance with the terms, provisions, clauses, and statement of work contained herein for the base period of August 1999 through 31 July 2000 (CLINS 0001 - 0008AD) and, if exercised, two option periods of 1 August 2000 - 31 July 2001 (CLINS 1001 - 1008AD) and 1 August 2001 - 31 July 2002 (CLINS 2001 - 2008AD).

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
<b>BASE YEAR</b>					
0001	Packaged Ice, Delivered to Destinations within the United States (CONUS)	45,000,000.00	LB	\$ 0.25	\$ 11,250,000.00
0002	Storage of Ice within the United States (CONUS) 500,000 Pounds	45.00	DA	\$ 5,192.00	\$ 233,640.00
0003	Additional Ground Mileage from Initial Delivery Site to Final Destination (CONUS)	6,000.00	MI	\$ 2.42	\$ 14,520.00
0004	Packaged Ice, Delivered to Alaska between 24 and 48 hours (Day 2)	160,000.00	LB	\$ 1.98	\$ 316,800.00
0004AA	Packaged Ice, Delivered to Alaska between 48 and 72 hours (Day 3)	240,000.00	LB	\$ 1.98	\$ 475,200.00
0004AB	Packaged Ice, Delivered to Alaska after 72 hours (Day 4 through disaster mission completion)	8,000,000.00	LB	\$ 1.40	\$ 11,200,000.00
0004AC	Storage of ice in Alaska 500,000 Pounds	15.00	DA	\$ 7,789.00	\$ 116,835.00
0004AD	Additional Ground Mileage from Initial Delivery Site in Alaska to Final Destination in Alaska	2,000.00	MI	\$ 2.68	\$ 5,360.00

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DACW60-99-R-0002 Amend. 0003

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## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
0005	Packaged Ice, Delivered to Hawaii between 24 and 48 hours (Day 2)	160,000.00	LB \$	2.29 \$	366,400.00
0005AA	Packaged Ice, Delivered to Hawaii between 48 and 72 hours (Day 3)	240,000.00	LB \$	2.05 \$	492,000.00
0005AB	Packaged Ice, Delivered to Hawaii after 72 hours (Day 4 through disaster mission completion)	8,000,000.00	LB \$	1.64 \$	13,120,000.00
0005AC	Storage of ice in Hawaii 500,000 Pounds	20.00	DA \$	7,789.00 \$	155,780.00
0005AD	Additional Ground Mileage from Initial Delivery Site in Hawaii to Final Destination in Hawaii	1,200.00	MI \$	2.68 \$	3,216.00
0006	Packaged Ice, Delivered to Guam between 48 and 72 hours (Day 3)	160,000.00	LB \$	3.27 \$	523,200.00
0006AA	Packaged Ice, Delivered to Guam between 72 and 96 hours (Day 4)	240,000.00	LB \$	3.09 \$	741,600.00
0006AB	Packaged Ice, Delivered to Guam after 96 hours (Day 5 through disaster mission completion)	8,000,000.00	LB \$	2.63 \$	21,040,000.00
0006AC	Storage of ice in Guam 500,000 Pounds	15.00	DA \$	9,739.00 \$	146,085.00
0006AD	Additional Ground Mileage from Initial Delivery Site in Guam to Final Destination in Guam	1,000.00	MI \$	2.68 \$	2,680.00

DACW60-99-D-0002

DACW60-99-R-0002 Amend. 0003

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## REVISED

## SECTION B

## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
0007	Packaged Ice, Delivered to Puerto Rico between 24 and 48 hours (Day 2)	320,000.00	LB	\$ 1.44	\$ 460,800.00
0007AA	Packaged Ice, Delivered to Puerto Rico between 48 and 72 hours (Day 3)	480,000.00	LB	\$ 1.16	\$ 556,800.00
0007AB	Packaged Ice, Delivered to Puerto Rico after 72 hours (Day 4 through disaster mission completion)	16,000,000.00	LB	\$ 1.04	\$ 16,640,000.00
0007AC	Storage of ice in Puerto Rico 500,000 Pounds	60.00	DA	\$ 34,081.00	\$ 2,044,860.00
0007AD	Additional Ground Mileage from Initial Delivery Site in Puerto Rico to Final Destination in Puerto Rico	3,000.00	MI	\$ 2.68	\$ 8,040.00
0008	Packaged Ice, Delivered to U.S. Virgin Islands between 24 and 48 hours (Day 2)	320,000.00	LB	\$ 1.46	\$ 467,200.00
0008AA	Packaged Ice, Delivered to U.S. Virgin Islands between 48 and 72 hours (Day 3)	480,000.00	LB	\$ 1.46	\$ 700,800.00
0008AB	Packaged Ice, Delivered to U.S. Virgin Islands after 72 hours (Day 4 through disaster mission completion)	16,000,000.00	LB	\$ 1.38	\$ 22,080,000.00
0008AC	Storage of ice in U.S. Virgin Islands 500,000 Pounds	60.00	DA	\$ 42,641.00	\$ 2,558,460.00
0008AD	Additional Ground Mileage from Initial Delivery Site in U.S. Virgin Islands to Final Destination in U.S. Virgin Islands	3,000.00	MI	\$ 2.68	\$ 8,040.00

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## SECTION B

## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
0009	Partnering Meeting	2.00	DA	\$ 295.00	\$ 590.00
BASE YEAR Subtotal:					\$ 105,728,906.00
<b>FIRST OPTION YEAR</b>					
1001	Packaged Ice, Delivered to Destinations within the United States (CONUS)	45,000,000.00	LB	\$ 0.26	\$ 11,700,000.00
1002	Storage of Ice within the United States (CONUS) 500,000 Pounds	45.00	DA	\$ 5,451.00	\$ 245,295.00
1003	Additional Ground Mileage from Initial Delivery Site to Final Destination (CONUS)	6,000.00	MI	\$ 2.54	\$ 15,240.00
1004	Packaged Ice, Delivered to Alaska between 24 and 48 hours (Day 2)	160,000.00	LB	\$ 2.08	\$ 332,800.00
1004AA	Packaged Ice, Delivered to Alaska between 48 and 72 hours (Day 3)	240,000.00	LB	\$ 2.08	\$ 499,200.00
1004AB	Packaged Ice, Delivered to Alaska after 72 hours (Day 4 through disaster mission completion)	8,000,000.00	LB	\$ 1.47	\$ 11,760,000.00
1004AC	Storage of ice in Alaska 500,000 Pounds	15.00	DA	\$ 8,178.00	\$ 122,670.00
1004AD	Additional Ground Mileage from Initial Delivery Site in Alaska to Final Destination in Alaska	2,000.00	MI	\$ 2.81	\$ 5,620.00
1005	Packaged Ice, Delivered to Hawaii	160,000.00	LB	\$ 2.40	\$ 384,000.00

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DACW60-99-R-0002 Amend 0003

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## SECTION B

## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
1005	(Continued) between 24 and 48 hours (Day 2)				
1005AA	Packaged Ice, Delivered to Hawaii between 48 and 72 hours (Day 3)	240,000.00	LB	\$ 2.15	\$ 516,000.00
1005AB	Packaged Ice, Delivered to Hawaii after 72 hours (Day 4 through disaster mission completion)	8,000,000.00	LB	\$ 1.72	\$ 13,760,000.00
1005AC	Storage of ice in Hawaii 500,000 Pounds	20.00	DA	\$ 8,178.00	\$ 163,560.00
1005AD	Additional Ground Mileage from Initial Delivery Site in Hawaii to Final Destination in Hawaii	1,200.00	MI	\$ 2.81	\$ 3,372.00
1006	Packaged Ice, Delivered to Guam between 48 and 72 hours (Day 3)	160,000.00	LB	\$ 3.43	\$ 548,800.00
1006AA	Packaged Ice, Delivered to Guam between 72 and 96 hours (Day 4)	240,000.00	LB	\$ 3.24	\$ 777,600.00
1006AB	Packaged Ice, Delivered to Guam after 96 hours (Day 5 through disaster mission completion)	8,000,000.00	LB	\$ 2.76	\$ 22,080,000.00
1006AC	Storage of ice in Guam 500,000 Pounds	15.00	DA	\$ 10,225.00	\$ 153,375.00
1006AD	Additional Ground Mileage from Initial Delivery Site in Guam to Final Destination in Guam	1,000.00	MI	\$ 2.81	\$ 2,810.00

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## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
1007	Packaged Ice, Delivered to Puerto Rico between 24 and 48 hours (Day 2)	320,000.00	LB	\$ 1.51	\$ 483,200.00
1007AA	Packaged Ice, Delivered to Puerto Rico between 48 and 72 hours (Day 3)	480,000.00	LB	\$ 1.22	\$ 585,600.00
1007AB	Packaged Ice, Delivered to Puerto Rico after 72 hours (Day 4 through disaster mission completion)	16,000,000.00	LB	\$ 1.09	\$ 17,440,000.00
1007AC	Storage of ice in Puerto Rico 500,000 Pounds	60.00	DA	\$ 35,785.00	\$ 2,147,100.00
1007AD	Additional Ground Mileage from Initial Delivery Site in Puerto Rico to Final Destination in Puerto Rico	3,000.00	MI	\$ 2.81	\$ 8,430.00
1008	Packaged Ice, Delivered to U.S. Virgin Islands between 24 and 48 hours (Day 2)	320,000.00	LB	\$ 1.53	\$ 489,600.00
1008AA	Packaged Ice, Delivered to U.S. Virgin Islands between 48 and 72 hours (Day 3)	480,000.00	LB	\$ 1.53	\$ 734,400.00
1008AB	Packaged Ice, Delivered to U.S. Virgin Islands after 72 hours (Day 4 through disaster mission completion)	16,000,000.00	LB	\$ 1.45	\$ 23,200,000.00
1008AC	Storage of ice in U.S. Virgin Islands 500,000 Pounds	60.00	DA	\$ 44,773.00	\$ 2,686,380.00
1008AD	Additional Ground Mileage from Initial Delivery Site in U.S. Virgin Islands to	3,000.00	MI	\$ 2.81	\$ 8,430.00

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## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
1008AD	(Continued) Final Destination in U.S. Virgin Islands				
1009	Partnering Meetings	2.00	DA	\$ 300.00	\$ 600.00
				FIRST OPTION YEAR	Subtotal: \$ 110,854,082.00
	<b>SECOND OPTION YEAR</b>				
2001	Packaged Ice, Delivered to Destinations within the United States (CONUS)	45,000,000.00	LB	\$ 0.28	\$ 12,600,000.00
2002	Storage of Ice within the United States (CONUS) 500,000 Pounds	45.00	DA	\$ 5,723.00	\$ 257,535.00
2003	Additional Ground Mileage from Initial Delivery Site to Final Destination (CONUS)	6,000.00	MI	\$ 2.67	\$ 16,020.00
2004	Packaged Ice, Delivered to Alaska between 24 and 48 hours (Day 2)	160,000.00	LB	\$ 2.18	\$ 348,800.00
2004AA	Packaged Ice, Delivered to Alaska between 48 and 72 hours (Day 3)	240,000.00	LB	\$ 2.18	\$ 523,200.00
2004AB	Packaged Ice, Delivered to Alaska after 72 hours (Day 4 through disaster mission completion)	8,000,000.00	LB	\$ 1.54	\$ 12,320,000.00
2004AC	Storage of ice in Alaska 500,000 Pounds	15.00	DA	\$ 8,586.00	\$ 128,790.00
2004AD	Additional Ground Mileage from Initial	2,000.00	MI	\$ 2.95	\$ 5,900.00

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## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
2004AD	(Continued) Delivery Site in Alaska to Final Destination in Alaska				
2005	Packaged Ice, Delivered to Hawaii between 24 and 48 hours (Day 2)	160,000.00	LB	\$ 2.52	\$ 403,200.00
2005AA	Packaged Ice, Delivered to Hawaii between 48 and 72 hours (Day 3)	240,000.00	LB	\$ 2.26	\$ 542,400.00
2005AB	Packaged Ice, Delivered to Hawaii after 72 hours (Day 4 through disaster mission completion)	8,000,000.00	LB	\$ 1.81	\$ 14,480,000.00
2005AC	Storage of ice in Hawaii 500,000 Pounds	20.00	DA	\$ 8,586.00	\$ 171,720.00
2005AD	Additional Ground Mileage from Initial Delivery Site in Hawaii to Final Destination in Hawaii	1,200.00	MI	\$ 2.95	\$ 3,540.00
2006	Packaged Ice, Delivered to Guam between 48 and 72 hours (Day 3)	160,000.00	LB	\$ 3.61	\$ 577,600.00
2006AA	Packaged Ice, Delivered to Guam between 72 and 96 hours (Day 4)	240,000.00	LB	\$ 3.41	\$ 818,400.00
2006AB	Packaged Ice, Delivered to Guam after 96 hours (Day 5 through disaster mission completion)	8,000,000.00	LB	\$ 2.90	\$ 23,200,000.00
2006AC	Storage of ice in Guam 500,000 Pounds	15.00	DA	\$ 10,736.00	\$ 161,040.00

DACW60-99-D-0002

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SECTION B

## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
2006AD	Additional Ground Mileage from Initial Delivery Site in Guam to Final Destination in Guam	1,000.00	MI	\$ 2.95	\$ 2,950.00
2007	Packaged Ice, Delivered to Puerto Rico between 24 and 48 hours (Day 2)	320,000.00	LB	\$ 1.59	\$ 508,800.00
2007AA	Packaged Ice, Delivered to Puerto Rico between 48 and 72 hours (Day 3)	480,000.00	LB	\$ 1.28	\$ 614,400.00
2007AB	Packaged Ice, Delivered to Puerto Rico after 72 hours (Day 4 through disaster mission completion)	16,000,000.00	LB	\$ 1.15	\$ 18,400,000.00
2007AC	Storage of ice in Puerto Rico 500,000 Pounds	60.00	DA	\$ 37,574.00	\$ 2,254,440.00
2007AD	Additional Ground Mileage from Initial Delivery Site in Puerto Rico to Final Destination in Puerto Rico	3,000.00	MI	\$ 2.95	\$ 8,850.00
2008	Packaged Ice, Delivered to U.S. Virgin Islands between 24 and 48 hours (Day 2)	320,000.00	LB	\$ 1.61	\$ 515,200.00
2008AA	Packaged Ice, Delivered to U.S. Virgin Islands between 48 and 72 hours (Day 3)	480,000.00	LB	\$ 1.61	\$ 772,800.00
2008AB	Packaged Ice, Delivered to U.S. Virgin Islands after 72 hours (Day 4 through disaster mission completion)	16,000,000.00	LB	\$ 1.52	\$ 24,320,000.00
2008AC	Storage of ice in U.S. Virgin Islands	60.00	DA	\$ 47,011.00	\$ 2,820,660.00

DACW60-99-D-0002

DACW60-99-R-0002 Amend. 0003

REVISED SECTION B

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	ESTIMATED AMOUNT
2008AC	(Continued) 500,000 Pounds				
2008AD	Additional Ground Mileage from Initial Delivery Site in U.S. Virgin Islands to Final Destination in U.S. Virgin Islands	3,000.00	MI	\$ 2.95	\$ 8,850.00
2009	Partnering Meetings	2.00	DA	\$ 315.00	\$ 630.00
SECOND OPTION YEAR				Subtotal:	\$ 116,785,725.00
ESTIMATED GRAND TOTAL BASE PLUS BOTH OPTIONS:					\$ 333,368,713.00

- CLINS = Contract Line Item Number (s)
- U/I = Unit of Issue
- LB = Pound (s)
- DA = Day (s)
- MI = Mile(s)
- CONUS = Continental United States
- OCONUS = Outside Continental United States

Notes:

1. This is a Requirements Contract quantities are estimated. See Contract Clause, 52.216-21, located in Section I of the solicitation, and Section C, Paragraph C.10.0.2. Due to the nature of emergencies or major disasters, there is no way to realistically estimate the quantities that may be required under this contract. The Charleston District's most recent experiences involved Hurricane GEORGES in 1998 and Hurricane FRAN in 1996. The yearly quantities shown on the Bid Schedule were arrived at using those historical records.

2. The Unit Price on the Bid Schedule, Section B, is a firm price and shall include all cost associated with manufacture, packaging, shipping, transportation, handling, managers, or any other costs associated with full compliance with the terms, conditions, and specifications for this

REVISED  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED	U/I	UNIT PRICE	ESTIMATED	AMOUNT
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requirement.

3. Offerors are required to submit prices on all Items, Base Year and both Option Years. See contract clause 52.217-9, located in Section I of the solicitation.

4. Only the Contracting Officer or United States Army Corps of Engineers (USACE) Ordering Officers for this contract, have authority to order supplies/service against this contract. No other Government employee, including any appointed Contracting Officer's Representative (COR), has authority to order supplies/services. The Contractor is hereby specifically directed to refrain from furnishing supplies/services that have not been ordered by the Contracting Officer or any USACE Ordering Officer for this contract. Failure to follow this direction may relieve the Government of liability for payment for services that were ordered by unauthorized employees. (See Section H)

5. If remittance address is different from the address in Block 15A, Standard Form 33, offeror shall indicate such address below.

END OF SECTION B

2. CONTRACT NO. 3. SOLICITATION NO. DACW60-99-R-0002 4. TYPE OF SOLICITATION  SEALED BID (IFB)  NEGOTIATED (RFP) 5. DATE ISSUED 06/15/99 6. REQUISITION/PURCHASE NO. W81D4A-9091-6702

7. ISSUED BY U.S. ARMY CORPS OF ENGINEERS ATTN: CONTRACTING DIVISION (ROOM 324) FEDERAL BUILDING 334 MEETING STREET CHARLESTON SC 29403 8. ADDRESS OFFER TO (if other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

9. Sealed offers in original and 1 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 address in block 7 until 1400 local time 07/15/99 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME Robert Driscoll B. TELEPHONE NO. (NO COLLECT CALLS) (843) 727-4694 C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8	X	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING <i>See Section C</i>		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	16
X	F	DELIVERIES OR PERFORMANCE	2	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	17
	G	CONTRACT ADMINISTRATION DATA	1	X	M	EVALUATION FACTORS FOR AWARD	4
X	H	SPECIAL CONTRACT REQUIREMENTS	3				

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 10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS CALENDAR DAYS  
 (See Section I, Clause No. 52-232-8) % % % %

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
0001	06/29/99	0002	07/06/99

15A. NAME AND ADDRESS OF OFFEROR CAGE CODE ONRE9 FACILITY IAP Worldwide Services 121 Executive Center Drive, Suite 230 Columbia, South Carolina 29210 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) IAP Worldwide Services by See Section H Doyle E. McBride 17. SIGNATURE [Signature] 18. OFFER DATE 19 July 99

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION This is a Requirements Contract. Funds will be cited on each Delivery Order. See Sec C,C.10.0.2 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)  41 U.S.C. 253(c) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See Section G 24. ADMINISTERED BY (if other than Item 7) CODE 25. PAYMENT WILL BE MADE BY See Section G CODE 26. NAME OF CONTRACTING OFFICER (Type or Print) WILLIAM D. MILLS 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 07/28/99	4. REQUISITION/PURCHASE REQ. NO. W81D4A-9091-6702	1. CONTRACT ID CODE	PAGE OF PAGES 1 2
6. ISSUED BY U.S. ARMY CORPS OF ENGINEERS ATTN: CONTRACTING DIVISION (ROOM 324) FEDERAL BUILDING 334 MEETING STREET CHARLESTON SC 29403 JOYCE CARTWRIGHT		CODE ISSUE	7. ADMINISTERED BY (If other than item 8)		5. PROJECT NO. (If applicable) DACW60-99-R-0002
		C09843/727-4249		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000		(X)	9A. AMENDMENT OF SOLICITATION NO. DACW60-99-R-0002
IAP Worldwide Services 121 Executive Center Drive Suite 230 Columbia, SC 29210-8417 Attn: Mr. Doyle E. McBride		X	9B. DATED (SEE ITEM 11) 06/15/99
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)

CODE	FACILITY CODE
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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)

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

(X)	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 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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)

E. IMPORTANT: Contractor  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.)

This amendment is hereby issued to close discussions and request revised proposals.

You are required to submit your revised proposal using the enclosed Section B. If it is determined to be in the best interest of the U.S. Government to award against this revised proposal, a best and final offer will not be requested.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Doyle E. McBride - President		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFICER 		15C. DATE SIGNED 7-29-99	15D. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
		16C. DATE SIGNED	

SF 30 CONTINUATION SHEET

Items 0009, 1009 and 2009 are hereby added to revised Section B.

Partnering Meetings - The Contractor and the U.S. Government may agree that one or more informal Partnering Meetings will facilitate most effectively and efficiently drawing on the strengths of each party to perform the contract. If they agree on their representatives; the date, time, location and estimated length of a meeting; and the Contractor's price, then the Government will issue a delivery order specifying this agreement. The travel and per diem shall not exceed that allowed by the Department of Defense Joint Federal Travel Regulation. Nothing in this paragraph or in any Partnering Meeting shall change the terms of the contract.

The following requirements are hereby incorporated into this amendment.

"Local Vendor Purchase" - Contractor shall purchase ice from local vendors whenever possible. This statement is applicable OCONUS as well as CONUS. It is assumed that some OCONUS areas, for example Hawaii and Alaska, have local ice manufacturers capable of supplying at least a portion of the requirements. The cost differs greatly between purchasing and delivering the ice from a local source and purchasing the ice from a CONUS source and delivering the ice to an OCONUS destination. Therefore, the Contractor is required to estimate the amount of ice to be procured from local OCONUS sources. The U.S. Government will issue delivery orders for this portion of ice from CLIN 0001. Ice procured and delivered from CONUS will be ordered against the OCONUS destination CLIN in the Schedule.

"Storage" - The U.S. Government reserves the right to renegotiate storage costs if storage is available at on-site locations at local rates.

"Delivery" - For disasters outside the forty-eight continental United States, the U.S. Government may specify delivery sites within the disaster area, within the forty-eight continental United States, or in another area outside of the forty-eight continental United States.

The date and time for receipt of revised proposals is 29 July 99, 1400 hours eastern time.

Facsimile response is allowed in accordance with FAR 52.215-5. You are required to submit original signed revised proposal to the address stated in Block 6, page 1 of SF30.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: \_\_\_\_\_ PAGE OF PAGES: 1 | 2  
 2. AMENDMENT/MODIFICATION NO.: 0002  
 3. EFFECTIVE DATE: 07/06/99  
 4. REQUISITION/PURCHASE REQ. NO.: W81D4A-9091-6702  
 5. PROJECT NO. (if applicable): DACW60-99-R-0002

ISSUED BY: U.S. ARMY CORPS OF ENGINEERS  
 CODE: \_\_\_\_\_  
 ATTN: CONTRACTING DIVISION (ROOM 324)  
 FEDERAL BUILDING 334 MEETING STREET  
 CHARLESTON SC 29403  
 JOYCE CARTWRIGHT  
 CODE: \_\_\_\_\_ ISSUE: \_\_\_\_\_  
 7. ADMINISTERED BY (if other than Item 5): \_\_\_\_\_ CODE: \_\_\_\_\_

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000  
 IAP Worldwide Services  
 121 Executive Center Drive, Suite 230  
 Columbia, South Carolina 29210  
 DUNS: 61 347 2638  
 CAGE CODE: ONRE9  
 CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_  
 9A. AMENDMENT OF SOLICITATION NO.: DACW60-99-R-0002  
 9B. DATED (SEE ITEM 11): 06/15/99  
 10A. MODIFICATION OF CONTRACT/ORDER NO.: \_\_\_\_\_  
 10B. DATED (SEE ITEM 13): \_\_\_\_\_

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 1 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): \_\_\_\_\_

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
 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 10A.  
 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)

E. IMPORTANT: Contractor  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.)  
 Solicitation DACW60-99-R-0002 for Packaged Ice for Delivery During Disasters or Other Emergencies Within the United States, Alaska, Hawaii, Guam, Puerto Rico and US Virgin Islands for a Base Year and Two Option Years is hereby amended as follows:  
 The attached page C-3 is hereby incorporated into the above solicitation and replaces the previous issued page in its entirety.

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): Doyle E. McBride, President/CEO  
 15B. CONTRACTOR/OFFEROR: \_\_\_\_\_  
 15C. DATE SIGNED: 14 July 99  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): \_\_\_\_\_  
 16B. UNITED STATES OF AMERICA  
 BY: \_\_\_\_\_  
 (Signature of Contracting Officer)

SF 30 CONTINUATION SHEET

Closing date for receipt of proposals remains unchanged.

All other terms and conditions remain unchanged.

**C.4.0.2.** The COE may test the ice produced through a separate entity. The Contractor shall be required to fully cooperate with the laboratory conducting the ice testing. The additional testing contract will not relieve the Contractor of regularly scheduled monthly testing requirements described in paragraph C.4.0.3. The COE reserves the right to make point-of-manufacture and point-of-delivery inspections and testing to ensure compliance with the standards stated in this scope of work. The Contractor shall insure that all ice plants use source water from a public water supply, which is currently in compliance with the National Primary Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that compliance without an exemption under the SDWA.

**C.4.0.3.** If requested by COE, random samples of source water and ice produced in each plant may be requested for testing purposes on a monthly or more frequent basis. Testing may include tests for fecal and total coliform organisms and Heterotropic Plate Count (HPC) to determine quality of ice for compliance with state and territory standards. Records of all standard routine tests performed at the manufacturer's plant shall be maintained and the most recent six months of test results shall be submitted as requested by the Contracting Officer. The testing of random samples of water and ice in excess of plants normal testing regime shall be accomplished by government resources or government contract.

**C.5.0. Packaging.** The ice shall be sealed in 5 to 20-pound plastic bags and stacked on sanitized pallets. All pallets shall be constructed of hardwood. Pallets constructed of softwood or plastic shall not be deemed acceptable. Documentation showing that each of the pallets has been properly sanitized in accordance with acceptable industry standards, including the method of sanitation, shall be provided to the Contracting Officer. Each pallet shall contain 2,000 pounds of ice (net weight). The top of the pallet shall have an impermeable barrier (capable of withstanding the harsh conditions associated with multiple loading and unloading operations, long-distance transportation, and extended storage) on which the ice bags shall come in contact. During the initial 72 hours of ice delivery requirements, pallets of bagged ice shall be fully covered on the top, all four sides, and the bottom with waterproof, wax-lined, corrugated cardboard container or a minimum of one layer of bubble-wrap and a minimum of four layers of stretch-wrap (stretch-wrap shall be placed on the exterior surface of the bubble-wrap). All bagged ice delivered after the initial 72 hour period shall be packaged in cardboard containers only. Pallets and cardboard containers will become U.S. Government property at final destination.

**C.5.0.1.** At no time shall the packaged ice come into contact with the floor, ground or any other contaminated surfaces. If the ice or packaged ice comes into contact with the floor, ground or other potentially contaminated surfaces, the ice shall be deemed unacceptable and shall be refused by the Government.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE: PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/29/99	4. REQUISITION/PURCHASE REQ. NO. W81D4A-9091-6702	5. PROJECT NO. (if applicable) DACW60-99-R-0002
ISSUED BY U.S. ARMY CORPS OF ENGINEERS ATTN: CONTRACTING DIVISION (ROOM 324) FEDERAL BUILDING 334 MEETING STREET CHARLESTON SC 29403 Robert Driscoll	CODE COL (843) 727-4694	ISSUE	7. ADMINISTERED BY (if other than Item 5): CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000  IAP Worldwide Services 121 Executive Center Drive, Suite 230 Columbia, South Carolina 29210  DUNS: 61 347 2638 CAGE CODE; 0NRE9	(X)	9A. AMENDMENT OF SOLICITATION NO. DACW60-99-R-0002
	X	9B. DATED (SEE ITEM 11) 05/15/99
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	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 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 1 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)

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

(X)	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 10A.
	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)

E. IMPORTANT: Contractor  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.)

Solicitation DACW60-99-R-0002 for Packaged Ice for Delivery During Disasters or Other Emergencies Within the United States, Alaska, Hawaii, Guam, Puerto Rico and US Virgin Islands for a Base Year and Two Option Years is hereby amended as follows:

The attached pages C-3, C-4, F-1 and F-2 are hereby incorporated into the above referenced solicitation and replace previously issued pages in their

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) Doyle E. McBride, President/CEO	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 14 July 99	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BY _____ (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
--	-------------------------	--------------------------------	--	-------------------------------	------------------

SF 30 CONTINUATION SHEET

entirety.

Closing date for receipt of proposals remains unchanged.

All other terms and conditions remain unchanged.

**C.4.0.2. The COE may test the ice produced through a separate entity.** The Contractor shall be required to fully cooperate with the laboratory conducting the ice testing. The additional testing contract will not relieve the Contractor of regularly scheduled monthly testing requirements described in paragraph C.4.0.3. The COE reserves the right to make point-of-manufacture and point-of-delivery inspections and testing to ensure compliance with the standards stated in this scope of work. The Contractor shall insure that all ice plants use source water from a public water supply, which is currently in compliance with the National Primary Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that compliance without an exemption under the SDWA.

**C.4.0.3.** Random samples of source water and ice produced in each plant shall be tested by a state approved laboratory at least once a month for fecal and total coliform organism, and Heterotrophic Plate Count (HPC). Total coliform and HPE shall not exceed established local, state, and Federal standards at the location of ice production. Records of all tests shall be maintained and the most recent six months of test results shall be submitted as requested by the Contracting Officer. This testing of random samples of water and ice, on a monthly basis, shall be at the expense of the Contractor.

**C.5.0. Packaging.** The ice shall be sealed in 5 to 20-pound plastic bags and stacked on sanitized pallets. All pallets shall be constructed of hardwood. Pallets constructed of softwood or plastic shall not be deemed acceptable. Documentation showing that each of the pallets has been properly sanitized in accordance with acceptable industry standards, including the method of sanitation, shall be provided to the Contracting Officer. Each pallet shall contain 2,000 pounds of ice (net weight). The top of the pallet shall have an impermeable barrier (capable of withstanding the harsh conditions associated with multiple loading and unloading operations, long-distance transportation, and extended storage) on which the ice bags shall come in contact. During the initial 72 hours of ice delivery requirements, pallets of bagged ice shall be fully covered on the top, all four sides, and the bottom with a waterproof, wax-lined, corrugated cardboard container or a minimum of one layer of bubble-wrap and a minimum of four layers of stretch-wrap (stretch-wrap shall be placed on the exterior surface of the bubble-wrap). All bagged ice delivered after the initial 72 hour period shall be packaged in cardboard containers only. **Pallets and cardboard containers will become U.S. Government property at final destination.**

**C.5.0.1.** At no time shall the packaged ice come into contact with the floor, ground, or any other contaminated surfaces. If the ice or packaged ice comes into contact with the floor, ground, or other potentially contaminated surfaces, the ice shall be deemed unacceptable and shall be refused by the Government.

The Contractor shall be responsible for properly disposing of the unacceptable ice at the sole expense of the Contractor.

**C.5.0.2.** All pallets of ice shall have a label securely attached to the pallet clearly stating the following: the name, address, phone number, point of contact at the plant that manufactured the ice, and the date the ice was manufactured. The label shall be made of waterproof material and printed in permanent, waterproof ink. Labels shall be either permanently affixed to the cardboard container or placed under the interior of the outer-most layer of shrink-wrap, on the top and at least two sides of all pallets of ice.

**C.6.0. Ice Transportation Unit (Reefer).** Each storage/transportation freezer shall be cleaned, sanitized and cooled to 20 degrees Fahrenheit for a minimum of 2 hours prior to loading to prevent condensation dripping. Each ice container shall be of a tight-fitting construction with all sides, top, and doors fitting tightly with no penetrations other than ones which are factory installed. Ice shipping containers shall be subject to inspection by a Corps of Engineer's Representative at all times. All containers used to transport ice shall be protected from dust, dirt, or any other source of contamination and shall be kept clean, sanitized, and in good repair. If the COE determines the condition of the container is not being maintained in accordance with the specifications, the COE shall require the container to be pulled from service until the specifications are met. **The COE may test the surfaces of storage/transportation freezers/containers. Wipe tests shall be taken from each of the ice containers used in the shipment of the ice.** Testing shall be performed under a separate laboratory contract. The Contractor shall fully cooperate with the laboratory conducting the testing.

**C.7.0. Ice Storage.** Contractor must have the capability to provide on site storage at the delivery site up to the capacity of 500,000 lbs. of ice. In addition, the contractor must provide adequate equipment and manpower for unloading and storage purposes. The Contractor shall be capable of storing and handling ice for up to 30 days with a storage capacity of 500,000 pounds per day at locations identified by individual delivery orders. The Government reserves the right to obtain storage from other sources. If storage is required by the delivery order, the contractor shall be guaranteed a minimum payment for 7 days storage for the storage capacity specified in the delivery order.

**C.8.0. Transportation Requirements (Shipping).** All applicable state, local, and Federal laws and regulations shall be complied with in the transportation of the ice. The Contractor shall furnish to the Contracting Officer a letter of certification of compliance with all requirements set forth in the contract specifications within a period of three days following receipt of the delivery order. The Contractor shall maintain a safety and health program which shall comply with OSHA standards and the most current Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

SECTION F  
DELIVERIES OR PERFORMANCE

- F.1 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)  
(Reference 11.703(b))
- F.2 52.242-15 STOP-WORK ORDER (AUG 1989)  
(Reference 42.1305(b))
- F.3 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)  
(Reference 42.1305(d))
- F.4 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5

Percent increase

5

Percent decrease

This increase or decrease shall apply to the packaged ice.

(End of clause)

- F.5 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the

delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier, and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

(R 1-19.306(a) (2) and (b))

END OF SECTION F

Also See Section C for Additional Delivery and Performance Requirements.

## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**C.1.0. Purpose.** The purpose of this contract is to provide packaged ice to people whose normal source of water and power has been disrupted by some emergency event, i.e., hurricane, flood, earthquake, fire, etc, in the fifty United States and all U.S. Territorial Possessions around the world. Items required of the contractor include, but are not limited to, all supervision, equipment, labor, materials and supplies required to produce, transport, handle and store packaged ice and to report delivery status. The Contractor recognizes that the contract will require a quick preparedness and response time in all emergency situations requiring ice delivery, as this is an emergency contract, time of performance and delivery of the ice is of the essence. Other contractors will be working in the disaster area. Cooperation with these contractors and public officials is necessary to assure effective execution of this contract. This contract may result in the delivery of ice to two or more locations simultaneously should multiple disaster responses occur at the same time.

**C.2.0. Award of Contract.** The contract delivery orders will be awarded for the production, delivery, handling and storage of ice. It is anticipated that the issuance of multiple delivery orders will be made for one or more delivery sites. The contractor, upon issuance by the Government of a delivery order, shall execute the work within the time specified, furnish all items specified, and deliver to the designated location.

**C.3.0. Contractor's Operations Manager.** At the time of award, the Contractor shall provide a 24-hour point of contact with a minimum of one alternate to include the individual's business telephone, home telephone, cellular phone or pager number, and fax number. During the contract period, the Contracting Officer shall be notified immediately of any changes regarding the designated contact persons. The Contractor, upon issuance of a delivery order for ice, shall provide an Operations Manager at the Corps of Engineer's (COE) Contracting Office or the Emergency Response and Recovery Office (ERRO), as directed by the Contracting Officer, to serve as a liaison with the COE within 24 hours after receipt of the delivery order. The ERRO office is the designated office that is the operations center of the emergency response event which is normally located near the disaster site. The Operations Manager shall have electronic linkage with the Contractor's home office and all field operations. Electronic information shall be established to track ice shipment quantities, ice shipment dates, ice receiving dates, shipping destinations, and any other essential elements of information required by the Government. This information shall be compiled in electronic reporting programs for transfer to Government representatives.

**C.3.0.1.** The Operations Manager is the Contractor's principle point of contact with the COE and shall be responsible for managing the coordination of planning,

delivery, and reporting on all matters of the contract. The Operations Manager shall be on call 24 hours per day, seven days per week and shall be able to immediately communicate with all facets of their organization. When the Contractor is tasked to deliver the ice product in accordance with paragraph C.2.0. above, the Operations Manager may be required to relocate to the ERRO to serve as the liaison with COE and provide Essential Elements of Information (EEl)s to COE. Required information will be updated every 4 hours. The schedule for reporting will be revised as appropriate by the Contracting Officer, based on delivery schedules. Should the response actions require 24-hour operations or should multiple disasters occur simultaneously, additional Operations Managers shall be available.

**C.4.0. Product Requirements.** The ice shall be produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and local laws and regulations. The Contractor shall provide to the Contracting Officer copies of applicable permits, licenses, appraisals, inspection reports and previous test results of analytical testing for chemical and microbiological contaminants, chemical, physical and radiological annual analysis of source water and product samples, the latest bacteriological analyses of source water and product samples for ice provided, and the date of production of ice supplied under this contract. This information shall be provided within 24 hours after receipt of the delivery order. All ice shall be manufactured within no more than 90 days of the date of delivery. The ice shall be in cube or cylinder form and the volume should be approximately 2 cubic inches. Ice in chipped, crushed, or shaved form is unacceptable.

**C.4.0.1.** Ice shall be manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the Packaged Ice Association (PIA) standards, and all applicable state (states in which the ice is manufactured), local, and Federal laws and regulations. The Contractor shall provide, package, transport and store ice in accordance with the specifications in this contract. All expenses incurred due to compliance with the contract specifications are the Contractor's responsibility. The Contracting Officer shall receive from the Contractor a letter of certification of compliance with all requirements set forth in the contract specifications. Due to the emergency nature of this contract and the need for immediate delivery of the ice product, the Contractor shall be allowed a period of one week to provide this information following receipt of the delivery order. Ice plants shall be open for inspection by a Corps of Engineer's Representative (COER) at all times the ice plant is in production. The Contractor shall comply with all state and Federal regulations and laws as they pertain to water and ice. The Contractor shall initiate and maintain a safety and health program, which shall comply with Occupational Safety and Health Administration (OSHA) standards. The COE will not be liable for actions causing accidents, which are a direct or indirect result of the ice production, storage and/or delivery.

**C.4.0.2.** When requested by the Federal Emergency Management Agency (FEMA), the COE will require testing of the ice produced under a separate contract. The Contractor shall be required to fully cooperate with the laboratory conducting the ice testing. The additional testing contract will not relieve the Contractor of regularly scheduled monthly testing requirements described in paragraph C.4.0.3. The COE reserves the right to make point-of-manufacture and point-of-delivery inspections and testing to ensure compliance with the standards stated in this scope of work. The Contractor shall insure that all ice plants use source water from a public water supply, which is currently in compliance with the National Primary Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that compliance without an exemption under the SDWA.

**C.4.0.3.** Random samples of source water and ice produced in each plant shall be tested by a state approved laboratory at least once a month for fecal and total coliform organism, and Heterotrophic Plate Count (HPC). Total coliform and HPE shall not exceed established local, state, and Federal standards at the location of ice production. Records of all tests shall be maintained and the most recent six months of test results shall be submitted as requested by the Contracting Officer. This testing of random samples of water and ice, on a monthly basis, shall be at the expense of the Contractor.

**C.5.0. Packaging.** The ice shall be sealed in 5 to 20-pound plastic bags and stacked on sanitized pallets. All pallets shall be constructed of hardwood. Pallets constructed of softwood or plastic shall not be deemed acceptable. Documentation showing that each of the pallets has been properly sanitized in accordance with acceptable industry standards, including the method of sanitation, shall be provided to the Contracting Officer. Each pallet shall contain 2,000 pounds of ice (net weight). The top of the pallet shall have an impermeable barrier (capable of withstanding the harsh conditions associated with multiple loading and unloading operations, long-distance transportation, and extended storage) on which the ice bags shall come in contact. During the initial 72 hours of ice delivery requirements, pallets of bagged ice shall be fully covered on the top, all four sides, and the bottom with a waterproof, wax-lined, corrugated cardboard container or a minimum of one layer of bubble-wrap and a minimum of four layers of stretch-wrap (stretch-wrap shall be placed on the exterior surface of the bubble-wrap). All bagged ice delivered after the initial 72 hour period shall be packaged in cardboard containers only as indicated in the preceding sentence.

**C.5.0.1.** At no time shall the packaged ice come into contact with the floor, ground, or any other contaminated surfaces. If the ice or packaged ice comes into contact with the floor, ground, or other potentially contaminated surfaces, the ice shall be deemed unacceptable and shall be refused by the Government.

The Contractor shall be responsible for properly disposing of the unacceptable ice at the sole expense of the Contractor.

**C.5.0.2.** All pallets of ice shall have a label securely attached to the pallet clearly stating the following: the name, address, phone number, point of contact at the plant that manufactured the ice, and the date the ice was manufactured. The label shall be made of waterproof paper and printed in permanent, waterproof ink. Labels shall be either permanently affixed to the cardboard container or placed under the interior of the outer-most layer of shrink-wrap, on the top and at least two sides of all pallets of ice.

**C.6.0. Ice Transportation Unit (Reefer).** Each storage/transportation freezer shall be cleaned, sanitized and cooled to 20 degrees Fahrenheit for a minimum of 2 hours prior to loading to prevent condensation dripping. Each ice container shall be of a tight-fitting construction with all sides, top, and doors fitting tightly with no penetrations other than ones which are factory installed. Ice shipping containers shall be subject to inspection by a Corps of Engineer's Representative at all times. All containers used to transport ice shall be protected from dust, dirt, or any other source of contamination and shall be kept clean, sanitized, and in good repair. If the COE determines the condition of the container is not being maintained in accordance with the specifications, the COE shall require the container to be pulled from service until the specifications are met. When FEMA directs the COE to test the surfaces of storage/transportation freezers/containers, wipe tests shall be taken from each of the ice containers used in the shipment of the ice. Testing shall be performed under a separate laboratory contract. The Contractor shall fully cooperate with the laboratory conducting the testing.

**C.7.0. Ice Storage.** Contractor must have the capability to provide on site storage at the delivery site up to the capacity of 500,000 lbs. of ice. In addition, the contractor must provide adequate equipment and manpower for unloading and storage purposes. The Contractor shall be capable of storing and handling ice for up to 30 days with a storage capacity of 500,000 pounds per day at locations identified by individual delivery orders. The Government reserves the right to obtain storage from other sources. If storage is required by the delivery order, the contractor shall be guaranteed a minimum payment for 7 days storage for the storage capacity specified in the delivery order.

**C.8.0. Transportation Requirements (Shipping).** All applicable state, local, and Federal laws and regulations shall be complied with in the transportation of the ice. The Contractor shall furnish to the Contracting Officer a letter of certification of compliance with all requirements set forth in the contract specifications within a period of three days following receipt of the delivery order. The Contractor shall maintain a safety and health program which shall comply with OSHA standards and the most current Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

**C.8.0.1. Shipment of Ice by Air Transportation.** Ice shall be delivered to OCONUS (Outside Continental United States) areas which consist of Alaska, Hawaii, Guam, Puerto Rico, and Virgin Islands when directed by the Contracting Officer. Deliveries shall be accomplished initially by air transportation to meet immediate demands. Arrangements shall commence immediately for Ocean shipping to replace air delivery requirements. Air delivery shall cease immediately upon establishment of sufficient delivery of ice by Ocean shipping to the designated areas. All operators (drivers, pilots, etc.) shall possess the required state and federal licenses to operate the equipment used in the transportation system. All requirements (identification, security badges, driver's licenses, passports, etc.) of the airport shall be met.

**C.8.0.1.1.** For the purpose of this contract, an ice container is defined as any system into which the ice or pallet(s) of ice are directly placed for shipment. The aircraft fuselage shall be considered an ice container when a reefer is not placed inside the aircraft. When a reefer is placed inside the aircraft, the reefer shall be considered the ice container.

**C.8.0.1.2.** The Contractor shall provide to the Contracting Officer and to the Emergency Operations Center (EOC) by fax a confirmation of that day's flight schedule and a next day's estimated flight schedule no later than 2300 hours (time zone of the disaster location) of each day. (The fax phone number will be provided at the time the delivery order is issued.) At the top of each estimated flight schedule shall be printed the heading with the contractor's name, address, phone number, point of contact, date and the title, "Estimated Flight Schedule for (date)". Below the heading, in columnar format, shall be the aircraft tail number, aircraft contractor name (if different from the heading), airport departing from, estimated tonnage carried, estimated time of departing, estimated time of arrival at destination and airport arriving at. The confirmation flight schedule sheet shall have all of the items the estimated flight schedule has except where estimated is used actual tonnage and times shall be given. The title, "Actual Flight Schedule for (date)" will be used.

**C.8.0.2. Shipment of Ice by Ocean Transportation.** When directed by the Contracting Officer, refrigerated ocean shipping containers shall be used and provided by the Contractor. All ocean shipping containers shall fully comply with the requirements stated in paragraph C.6.0.

**C.9.0. Payment for Ice** shall be based on the quantity delivered on a per pound basis and received in satisfactory condition in full compliance with the specification requirements at the location identified in the individual delivery order. No payment will be made for any ice product determined to be contaminated by the established testing procedures. This includes any ice that is found to be contaminated either by the Contractor, the Government's independent testing laboratory, or the COE. No separate payment will be made

for handling costs associated with loading, transferring, or unloading of ice at the specified delivery site.

**C.9.0.1. Payment for Transportation.** No separate payment will be made for transportation costs associated with delivery of packaged ice. The Contractor shall include all costs of transportation in the appropriate bid item for the ice costs. The Contractor shall be responsible for all transportation costs of the ice to specified delivery sites. All expenses incurred to comply with state, local, and Federal laws and regulations shall be the Contractor's responsibility.

**C.10.0. Delivery.**

**C.10.0.1. Orders.** Orders shall be issued in writing, by electronic communication, or facsimile. All documents, which are to be delivered to the Contracting Officer and EOC, shall be faxed. The fax phone number will be provided at the time the delivery order is issued.

**C.10.0.2. Quantity.** The Contractor shall be capable of providing a minimum of 500,000 pounds of bagged ice within 24 hours for locations within CONUS and within 48 hours for locations OCONUS, with the exception of Guam, after receipt of the ice delivery orders. Delivery of ice to Guam shall be made within 72 hours after receipt of the ice delivery orders. After this requirement has been met, the Contractor shall be capable of delivering a minimum amount of 500,000 pounds of bagged ice every day thereafter until otherwise notified of a change in requirements by the Government. The following table shows the capability requirements per event and the annual requirements:

CAPABILITY REQUIREMENTS

Time Frame	CONUS	CONUS	OCONUS	OCONUS	OCONUS	OCONUS
	Per Event*	Annual Req't	(Except Guam) Per Event*	(Except Guam) Annual Req't	Guam Per Event*	Guam Annual Req't
Day 1 (0-24 hrs)	500,000 lbs.	1,500,000 lbs.	N/R	N/R	N/R	N/R
Day 2 (24-48 hrs.)	500,000 lbs.	1,500,000 lbs.	160,000 lbs.	480,000 lbs.	N/R	N/R
Day 3 (48-72 hrs.)	500,000 lbs.	1,500,000 lbs.	240,000 lbs.	720,000 lbs.	160,000 lbs.	160,000 lbs.
Day 4 (72-96 hrs.)	500,000 lbs.	1,500,000 lbs.	500,000 lbs.	1,500,000 lbs.	240,000 lbs.	240,000 lbs.

Day 5 and thereafter (96 hrs. -Until Mission Completion)	500,000 lbs.	1,500,000 lbs.	500,000 lbs.	1,500,000 lbs.	500,000 lbs.	500,000 lbs.
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\*Per event delivery requirements reflect estimated requirements per day following receipt of delivery order.

The Government will order deliveries in quantities that approximate standard industry delivery loads by truck, aircraft, or ocean vessels. Orders will normally be issued for quantities of no less than 20 tons (40,000 pounds). The Government reserves the right to purchase ice from other sources.

**C.10.0.3. Delivery Requirements.** The Contractor shall deliver the packaged ice in the quantities specified, to the locations identified by individual delivery orders, and at the times indicated in the delivery orders in refrigerated containers maintained at a temperature not to exceed 20 degrees Fahrenheit. The bagged ice shall be delivered to designations specified in the delivery orders. Designated locations are generally defined as a location within a fifty mile radius of potentially impacted disaster areas located in the continental United States (CONUS), the States of Alaska and Hawaii, and United States Territorial Possessions outside the continental United States (OCONUS). The Contractor shall also possess the capability to deliver ice from initial delivery points to relocated staging areas and/or distribution points for public consumption. Additional ground mileage for reshipment of the ice deliveries will be paid for on the basis of total mileage between the designation specified in the initial delivery schedule and the final delivery location. The mileage shall be computed by using Army Regulation 55-60, Transportation and Travel, Official Table of Distances, Continental United States, Alaska, Hawaii, Canada, Canal Zone Central America, Mexico and Puerto Rico, dated December 1981, or edition current at date of bid opening. No per diem will be paid for delivery.

**C.10.0.3.1.** Each delivery order issued will clearly state the required quantity and delivery time and will designate the location to be delivered. The Contractor shall document delivery by having his delivery personnel sign-in with the Government's on-site representative (COER) upon arrival at the designated location. The Contractor shall unload the ice at the designated location. Total quantities required for delivery will vary depending on the demand resulting from the disaster event.

**C.10.0.3.2. Delivery Tickets and Invoices.** A delivery ticket or sales slip containing the following minimum information shall accompany each delivery:

- Contractor's Name (printed).

- Contract Number.
- Date of Purchase.
- Place of Origin of Shipment.
- Delivery Order Number.
- Place(s) of Ice Manufacturing (Plant Addresses).
- Date(s) Ice Manufactured.
- Itemized List of Supplies or Services Furnished.
- Quantity, Unit Price, and Extended Price of Items, Less Applicable Discounts (Unit prices and extensions need not be shown on delivery ticket when incompatible with the use of automated systems; however, the invoices must be itemized to show this information).
- Date, Time, and Place of Delivery.
- 24-Hour Point of Contact including Phone and Fax Numbers.
- The information on the invoice must be legible in order for payment to be made therefor.

C.10.0.3.3 Essential Elements of Information (EEI). The Contractor shall report the following EEI on a continuous basis, as specified in previous paragraphs, to the Contracting Officer of his designated representative located in the Emergency Response and Recovery Office (ERRO).

Cumulative To Date	
Amount of Ice Under Contract	Pounds
Cumulative Ice Delivered to Staging Area(s)	Pounds
Ice Distributed to Locals/State	Pounds
Ice on Hand at Staging Area(s)	Pounds

		Last 24 Hours	Next 24 Hours
Received at Staging Area(s)	Pounds		
Distributed to Locals/State	Pounds		

END OF SECTION C

SECTION E  
INSPECTION AND ACCEPTANCE

E.1 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(1) If acceptance is not conclusive for any of the reasons in paragraph k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed DACW60-99-R-0002 upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

E.3 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph

(b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

END OF SECTION E

SECTION F  
DELIVERIES OR PERFORMANCE

F.1 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)  
(Reference 11.703(b))

F.2 52.242-15 STOP-WORK ORDER (AUG 1989)  
(Reference 42.1305(b))

F.3 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)  
(Reference 42.1305(d))

F.4 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5  
Percent increase

5  
Percent decrease

This increase or decrease shall apply to the packaged ice.  
(End of clause)

F.5 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of

the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

END OF SECTION F

ALSO SEE SECTION C FOR ADDITIONAL DELIVERY AND PERFORMANCE REQUIREMENTS.

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1 52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

G.2 52.201-7000 INVOICING INSTRUCTIONS

(a) The Contractor's invoices for payment shall be submitted as follows:

Original and  
three copies to:

Contracting Officer at the location that issued the Delivery Order.  
For the Charleston District the address is Department of the Army,  
Charleston District Corps of Engineers, PO Box 919, Charleston, SC 29402  
(Contractor shall reference Contract Number and Delivery Order Number on  
the invoice)

Any inquiries should be directed to the above address.

(b) Payment will be made by: USACE FINANCE CENTER (ERO: K2)  
CEFC-AO-P  
5720 INTEGRITY DRIVE  
MILLINGTON, TN 38054

(End of paragraph)

END OF SECTION G

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1                   CONTRACTOR'S SIGNATURE (FAR 4.102(a))  
                          (CESAC-CT Local Note to Offeror)

(a) INDIVIDUALS.

A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individuals doing business as....." (insert name of firm).

(b) PARTNERSHIPS.

A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual (s) signing for the partnership have authority to bind the partnership.

(c) CORPORATIONS.

A contract with a corporation shall be signed in the corporate name, followed by the Word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.

(d) JOINT VENTURES.

A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. When a corporation is participating, the contracting officer shall obtain from the corporation a certificate stating that the corporation is authorized to participate in the joint venture.

(e) AGENTS.

When an agent is to sign the contract, other than as stated in paragraph (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

(End)

H.2                   ORDERING (DELIVERY ORDERS FOR EMERGENCY CONTRACTS)  
                          (CESAC-CT Local Note to Offeror)

1. Delivery Orders against the contract may be issued by facsimile, by electronic mail, or in writing.
2. Delivery Orders may be issued by any U.S. Army Corps of Engineers (USACE) Division or District for deliveries to any geographic location specified in the contract after authority has been delegated pursuant to the Army Federal Acquisition Regulation Supplement (AFARS) 1.602-2-91. See AFARS 53.9002 for a sample appointment letter.
3. Name/Phone Number/Fax Number/electronic mail address of Contracting Officers at USACE, Charleston District.

- a. Mr. William D. Mills (843) 727-4204 (843) 727-4039 (Fax)  
[William.D.Mills@sac01.usace.army.mil](mailto:William.D.Mills@sac01.usace.army.mil) (E-mail)
- Mr. Robert L. Driscoll (843) 727-4694 (843) 727-4039 (Fax)  
[Robert.L.Driscoll@sac01.usace.army.mil](mailto:Robert.L.Driscoll@sac01.usace.army.mil) (E-mail)
- Mrs. Barbara J. Barnette (843) 727-4220 (843) 727-4039 (Fax)  
[Barbara.J.Barnette@sac01.usace.army.mil](mailto:Barbara.J.Barnette@sac01.usace.army.mil) (E-mail)

b. Updates on names, phone and fax numbers for the Charleston District will be provided as necessary during contract performance.

4. Other Ordering Officers issuing Delivery Orders against this contract, will provide their name, phone and fax numbers and electronic mail address.

(End of Local Note)

### H.3 DELIVERY ORDERS (Local Instruction CESAC-CT)

#### 1. Delivery Orders.

a. Deliveries will be scheduled against this requirements contract by issuance of a Delivery Order.

b. It is critical that the Delivery Order number be included on the applicable invoice.

c. **WARNING. Only the Contracting Officer or USACE Ordering Officers (see paragraph H.2, subparagraph 2, on page H-1) for this contract, have authority to order supplies/services against this contract. No other Government employee, including any appointed Contracting Officer's Representative (COR), has authority to order supplies/services. The Contractor is hereby specifically directed to refrain from furnishing supplies/services that have not been ordered by the Contracting Officer or any USACE Ordering Officer for this contract. Failure to follow this direction may relieve the Government of liability for payment for services that were ordered by unauthorized employees.**

#### d. DELIVERY ORDERS WILL CONTAIN:

1. Line items and the quantity ordered,
2. Delivery site address,
3. Date and time for delivery,
4. Government's point of contact person for delivery site,
5. Contracting Officer Representative (COR) name and phone number, if applicable
6. Name and Address to which invoices are submitted.

(End of Local Instruction)

H.4 LOCAL LABOR PREFERENCE (MAR 1991) (ER 500-1-1)  
(CESAC-CT Local Instruction)

In performance of work included in the contract, the contractor shall, to the extent feasible and practicable, in procurement of supplies and equipment, awarding subcontracts, and in the employment of laborers and mechanics, give first priority to those residing in or doing business in the area affected by the major disaster. This paragraph shall be included in all subcontracts awarded. Failure of the Contractor to comply with requirements of this paragraph may result in termination of the contract for default.

H.5 KINDS AND MINIMUM AMOUNTS OF INSURANCE REQUIRED:  
(CESAC-CT Local Instruction 52.0228-4014)

(1) Worker's Compensation and Employer's Liability.

In the amount required by law of the state in which work is to be performed under this contract or at least \$100,000.00.

(2) General Liability.

Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Automobile Liability.

At least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage, or a combined single limit of \$500,000.00.

(End of Clause)

H.6 SAFETY PUBLICATIONS  
(CESAC-CT Local Note to Offeror)

The U.S. Army Corps of Engineers Safety Manual, EM 385-1-1, dated 3 September 1996, is applicable to work to be performed under this contract. The manual may be obtained without charge by applicants considered to be properly interested upon separate request to the Contracting Division issuing this solicitation.

(End of Clause)

END OF SECTION H

SECTION I  
CONTRACT CLAUSES

I.1 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 these addresses:

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of provision)

I.2 52.203-3 GRATUITIES (APR 1984)  
(Reference 3.202)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)  
(Reference 3.404)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)  
(Reference 3.503-2)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 3.502-3)

I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
(Reference 3.104-9(b))

I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)  
(Reference 3.808(b))

I.8 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)  
(Reference 4.304)

I.9 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)  
(Reference 9.409(b))

I.10 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)  
(Reference 11.302)

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- I.11 52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)  
(Reference 15.209(b))
- I.12 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
(Reference 15.209(h))
- I.13 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)  
(Reference 15.408(f)(1))
- I.14 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)  
(Reference 19.708(a))
- I.15 52.222-3 CONVICT LABOR (AUG 1996)  
(Reference 22.202)
- I.16 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE  
VIETNAM ERA (APR 1998)  
(Reference 22.1308)
- I.17 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
(Reference 22.1408(a))
- I.18 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE  
VIETNAM ERA (JAN 1999)  
(Reference 22.1308(b))
- I.19 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)  
(Reference 23.1005)
- I.20 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)  
(Reference 23.505(b))
- I.21 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)  
(Reference 23.907(b))
- I.22 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)  
(Reference 25.702)
- I.23 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)  
(Reference 27.201-2(a))

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- I.24 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT  
INFRINGEMENT (AUG 1996)  
(Reference 27.202-2)
- I.25 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)  
(Reference 29.401-3)
- I.26 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO  
(APR 1984)  
(Reference 29.401-5)
- I.27 52.232-1 PAYMENTS (APR 1984)  
(Reference 32.111(a)(1))
- I.28 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)  
(Reference 32.111(c)(1))
- I.29 52.232-11 EXTRAS (APR 1984)  
(Reference 32.111(d)(2))
- I.30 52.232-17 INTEREST (JUN 1996)  
(Reference 32.617(a)&())
- I.31 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I (APR 1984)  
(Reference 32.806(a)(2))
- I.32 52.233-1 DISPUTES (OCT 1995)--ALTERNATE I (DEC 1991)  
(Reference 33.215)
- I.33 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
(Reference 33.106(b))
- I.34 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 42.903)
- I.35 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)  
(Reference 43.205(a)(1))
- I.36 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)  
(Reference 43.205(f))

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I.37 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
(SEP 1996)  
(Reference 49.502(b)(1))

I.38 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
(Reference 49.504(a)(1))

I.39 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER  
DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)  
(Reference 03.570-5)

I.40 52.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)  
(Reference 04.404-70(b))

I.41 52.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT  
HOLDERS (DEC 1991)  
(Reference 05.470-2)

I.42 52.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE  
INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV  
1995)  
(Reference 09.103-70)

I.43 52.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED  
BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)  
(Reference 09.409)

I.44 52.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END  
PRODUCTS AND COMPONENTS) (MAR 1998)  
(Reference 25.605-70(a))

I.45 52.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
(Reference 31.100-70)

I.46 52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
(Reference 43.205-71)

I.47 52.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)  
(Reference 43.205-72)

I.48 52.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)  
(Reference 46.370)

I.49 52.202-1 DEFINITIONS (OCT 1995)

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(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for non-governmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements.

"Minor" modifications means modifications that do not significantly alter the non-governmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Non-developmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and

modifications to purchase orders under this contract.  
(End of clause)

I.50 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Aug 1999 through 31 Jul 2000.

(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)

I.51 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 200,000 pounds, 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 3,000,000 pounds;

(2) Any order for a combination of items in excess of 15,000,000 pounds;

or

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall

honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 calendar 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)

I.52 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that

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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 the date specified in the Delivery Order.

(End of clause)

I.53 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days ; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months (3 Yrs).

(End of clause)

I.54 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands,

and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.55 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

I.56 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs(b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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(b) During performance of this contract, the Contractor agrees

as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explains this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract

award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

I.57 52.223-2

CLEAN AIR AND WATER (APR 1984)

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(a) "Air Act", as used in this clause, means the Clean Air Act (42

U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C.1251, et seq.).

(b) The Contractor agrees--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and

information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)  
(R 7-103.29 1975 OCT)  
(R 1-1.2302)

I.58 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions. Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_+\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

+The Contractor shall insert the name of the substance(s).

(End of clause)

I.59 52.225-3 BUY AMERICAN ACT--SUPPLIES (JAN 1994)

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(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable (see FAR 25.105).

(End of clause)

I.60 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION  
OF CONTRACT (AUG 1989)

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

(End of clause)

I.61 52.232-25 PROMPT PAYMENT (JUN 1997)

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Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph(a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close

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as possible to, but not later than, the 7th day after product

delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item

number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved

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principal amount; and will be compounded in 30-day increments inclusive

from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to

disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the

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designated payment office fails to make the required annotation,

the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I.62 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL  
CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper

invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be

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other than the Contractor, in the absence of a proper assignment of

claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

I.63 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

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- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.  
(End of clause)

I.64 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.  
(End of clause)

I.65 52.253-1 YEAR 2000 -- WARRANTY

- (a) Applicability. This Year 2000 -- Warranty paragraph applies to

all contract/orders that require the Contractor to provide Information Technology (hardware, software, and/or firmware) whether provided as the final product or provided as a component of the final product.

(b) Government's Intent. It is the Government's intent that any Information Technology (hardware, software, or firmware) which is to be acquired under this contract/order (whether the Information Technology is the final product or is incorporated into the final product) shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. If any specification for any part of this contract/order calls for Information Technology that will not satisfy the Government's intent, the Contractor shall immediately notify the Contracting Officer and shall obtain the Contracting Officer's approval before proceeding with any work affected by the specification in question.

(c) Contractor's Warranty. Except as exempted in accordance with subparagraph (b) above, the Contractor warrants that each commercial or non-commercial item/product of hardware, software, and firmware delivered or developed under this contract/order shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other Information Technology, used in combination with the Information Technology being acquired, properly exchanges date/time data with it. If the contract/order requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. For commercial products, the duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract/order, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. For non-commercial items, the duration of this warranty and remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract/order, provided that notwithstanding any provision to the contrary in such warranty provision(s), the remedies available to the Government under this warranty

shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract/order with respect to defects other than Year 2000 performance.  
(End of paragraph 52.211-4000)

END OF SECTION I

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